



State of Arizona

Department of Education

Request For Proposal

Cover Page

Arizona Department of Education
Procurement Section/3rd Floor
1535 W. Jefferson Street, Bin 37
Phoenix, AZ 85007
Phone: (602) 364-2517
Fax: (602) 364-0598

Solicitation Number: RFP ED09-0009

Solicitation Due Date / Time: August 27, 2008, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Procurement Section/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement: The Development, Printing, and Scoring of AIMS Mathematics Field Test

Pre-Offer Conference Date, Time and Location: August 13, 2008 12:00 P.M. Mountain Standard Time
1535 West Jefferson, Room 417
Phoenix, AZ 85007

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Procurement Section at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Procurement Section on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Brian D. Ball
Procurement Officer

(602) 364-2517
Telephone Number

July 29, 2008
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

The Undersigned additionally certifies that in accordance with A.R.S. § 37-397, the offeror does not have scrutinized business operations in either Iran or the Sudan.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED09-0009**.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2008

Douglas C. Peebles, MBA, CPPB, CPCM
Chief Procurement Officer

TABLE OF CONTENTS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Solicitation Cover Page	
	Offer and Award Form	1
	Table of Contents	2
1	Scope of Work	3
2	Special Terms and Conditions	10
3	Uniform Terms and Conditions	17
4	Special Instructions to Offerors	27
5	Uniform Instructions to Offerors	31
(Note: Sections 4 and 5 may not be physically located within any resultant contract, but will be incorporated therein by reference.)		
6	Attachments (These standard documents must be completed and returned by the Offeror. Other documents may be <i>required</i> . Refer to Special Instructions to Offerors.)	
	6.1 Prices	
	6.2 Offeror's References	
	6.3 Offeror's Organization	
	6.4 Offeror's Personnel Qualifications	
	6.5 Offeror's Financial Disclosure	
	6.6 Sole Proprietor Certificate Waiver	
	6.7 State of Arizona Substitute W-9 Form	
	6.8 Offeror's Checklist	
7	Exhibits	
	7.1 Certificate of Insurance	
	7.2 Arizona Style Guide	
	7.3 Sample Pre-Coded File Layout	

SECTION 1

SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

1. Purpose of RFP

Under the direction of the State Board of Education (SBE) and in response to federal and state legislation, the Arizona Department of Education (ADE) is requesting assistance in the development, printing, and scoring of AIMS Mathematics Field Test that will be a stand-alone census field test to be administered in April 2009. Items from the field test will be used as part of the Criterion Referenced Tests (CRTs) called Arizona's Instrument to Measure Standards for Grades 3 through 8 (AIMS 3-8) and High School (AIMS HS).

2. Background and Testing History

- Arizona's Academic Standards (www.azed.gov/standards/contentstandards.asp) serve as the foundation for student achievement and accountability in Arizona. The State's CRTs are aligned to these standards. The standards provide teachers, administrators, students, parents, business, and community members with clear, concise statements about what students should know and be able to do.
- There is an established revision cycle for the Academic Standards (www.ade.az.gov/standards/ContentAreaRevisionsAug07.pdf). A revised Mathematics Standard was adopted by the SBE June 24, 2008.
- ARS § 15-741(A)(2) (www.azleg.gov/ArizonaRevisedStatutes.asp?Title=15) mandates that the SBE shall "Adopt and implement an Arizona instrument to measure standards test to measure pupil achievement of the state board adopted academic standards in reading, writing and mathematics in at least four grades designated by the board." ARS § 15-701.01(A)(3) mandates that the SBE shall "Develop and adopt competency tests pursuant to section 15-741 for the graduation of pupils from high school in at least the areas of reading, writing and mathematics and shall establish passing scores for each such test." In academic year 2004-2005, AIMS was extended to include all Grades 3 through 8 in accordance with the requirements of *No Child Left Behind* (NCLB).

3. Project Planning and Communication

- 3.1. The highest technical quality shall be maintained in the production and administration of tests and in the reporting of results. All the work shall be conducted in accordance with the most recently published version of the *Standards for Educational and Psychological Testing* (AERA, APA, and NCME), recent court decisions, and USDOE Guidance for NCLB compliance. Upon the State's review of the forthcoming document on best practices for test publishers, the Offeror shall comply in accordance with the publication. This shall be reflected in all aspects of the assessment program and in the assignment of personnel to the project.
- 3.2. The Offeror shall develop management and quality control procedures for all contract deliverables.
- 3.3. The Offeror will provide to the State a detailed plan outlining the implementation and continued support of the assessment program by Program Management. The project requires an effective management system that enables the Offeror to complete tasks on schedule and within budget.
 - 3.3.1. The Offeror shall develop a plan for communication procedures and protocols between Offeror and the State.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

- 3.3.1.1.** Key meeting. The Offeror shall make arrangements for a post award conference among all contracting parties within ten days of the Contract award date.
 - 3.3.1.2.** Task-specific meetings (as needed to develop and implement the program).
 - Item Writing committee, October 6-10 and October 14-17, 2008.
 - Content and Bias Committee, November 2008.
 - Item Analysis Committee by August 1, 2009.
 - Others as needed
- 3.4.** The Offeror shall provide the résumé (See Appendix A for résumé format) for each person named as key personnel in the appendix of the proposal. Key Personnel shall include, at minimum, the following.
 - 3.4.1.** The Program Manager must have appropriate program management credentials.
 - 3.4.2.** Test Development Manager who has extensive experience in the development of customized CRTs, facilitating and training of educator committees, and extensive experience supervising mathematics content experts.
 - 3.4.3.** Psychometrician who has an advanced degree in measurement and extensive experience in large scale customized assessments implementing IRT and the Rasch Model.
 - 3.4.4.** Manufacturing Manager who has experience printing and producing a large scale customized assessment program.
 - 3.4.5.** Logistics Manager who has extensive experience in the development and implementation of plans for the delivery and pick up of materials in a statewide assessment program.
 - 3.4.6.** Technology Manager who has extensive experience in the development of technology requirements of large scale assessment programs and in secure exchange of confidential data files between Offeror and the State.
 - 3.4.7.** Scoring Manager who is housed at the primary scoring/scanning site and has extensive experience in scoring a large scale state assessment program.
- 3.5.** The Offeror shall identify all proposed subcontractors, their assigned tasks and duties, and their qualifications for the tasks and duties assigned. Letters of agreement between Offeror and subcontractors must be submitted.
- 3.6.** The Offeror shall describe their hardware and software capacities to support the contract.
- 3.7.** All data produced from the assessments belong to the State and must be provided to the State upon request.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

- 3.8.** All electronic transmission of documents and files that include information related to test items, test results, or individual students must pass through a secure portal following standard encryption procedures as agreed upon between the State and Offeror.

4. Requirements for Item Development and Field Test Form Development

Machine-scorable items may include stand-alone multiple choice and interpretive multiple choice item types. For the purpose of this Contract, the term “stand-alone multiple choice” refers to items that have a single stem and a single set of response options. The term “interpretive multiple choice” refers to one or more items for which associated materials must be interpreted by the student to answer the item(s) correctly.

- 4.1.** All criterion-referenced (CR) items are written by Arizona educators and owned by the State.
- 4.2.** ADE is responsible for all facility and teacher cost associated with the teacher committees including meals, lodging, travel reimbursement, and daily stipend or substitute cost. ADE will have space arranged for the meetings. These meetings will be held the weeks of October 6 thru 11 and October 14 thru 18.
- 4.3.** All items and field test forms must be secured. The Offeror must consult with the State in determining the best method for securing items and test forms during development and administration.
- 4.4.** The Offeror shall develop an average of 160 items per grade level in Grades 3 through 8 and 280 items in high school that align to the Arizona Mathematics Academic Standard adopted June 24, 2008.
- 4.4.1.** The Offeror shall facilitate the Arizona teacher committees for writing items. These item writing committees will be held in Phoenix during October 2008.
- 4.4.2.** The Offeror shall provide editing and graphics as needed to get items print ready.
- 4.4.3.** The Offeror shall facilitate the Arizona teacher committee content and bias review of items prior to field testing. This committee will be held in Phoenix.
- 4.4.4.** Selection of items to be field tested will be based on teacher input, the operational test blueprint, and gap analysis of the current item bank.
- 4.5.** The Offeror shall field test existing items in the current operational Item Bank that the State has aligned to different grade levels. The number of items at each grade level will vary and will be supplemented with new items (see 4.4.).
- 4.6.** The Offeror, in collaboration with the State, shall develop 12 unique field test forms per grade level with 18 items per form for Grades 3 through 8.
- 4.6.1.** The forms will be spiraled with approximately 6,000 students per form.
- 4.6.2.** The Offeror shall print approximately 85 large print version of one form for each grade level field test.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

- 4.7.** The Offeror, in collaboration with the State, shall develop 12 unique field test forms for high school with 25 items per form.
- 4.7.1.** The forms will be spiraled with approximately 6,000 students per form.
- 4.7.2.** The Offeror shall print approximately 85 large print version of one form.
- 4.8.** The Offeror shall follow the Arizona adopted print/form format and establish a quality control plan for the development of field test forms and answer documents.
- 4.8.1.** The Offeror shall meet the guidelines for “universal design” as defined in the Arizona Style Guide (see Exhibit 7.2 for the Arizona Style Guide) regarding test design (font, item design, passage format). The font used on the test will be non-proprietary font that is commonly available.
- 4.8.2.** Grade 3 is a scannable test book and does not have a separate answer document.
- 4.8.3.** Grades 6, 7, 8 and high school include a mathematics reference sheet.
- 4.8.4.** Printing stages for field test and answer document forms will be as follows.
- Mock-up. This is a development stage and is a period of time for design/improvement of the product. The Offeror and the State collaborate on the development of the mock-up.
 - Second Pages. This is an electronic format. It will be in page layout form for review by both the Offeror and the State. The State must approve the second pages and all changes to the second pages.
 - Confirming Copies. This is the first version of the typeset copy. It may be delivered in an electronic format. All approved changes to the second pages are to be incorporated in the confirming copies. The State must approve the confirming copies and any changes to the confirming copies.
 - Printer’s Proof (bluelines). The State receives a paper copy of all bluelines. The State must approve the bluelines prior to printing.

5. Field Test Administration

- 5.1.** The Offeror shall develop communication procedures between Offeror and the State’s districts.
- 5.1.1.** The Offeror shall communicate with districts through the designated district test coordinator. The State will provide to the Offeror a list of district test coordinators including relevant contact information.
- 5.1.2.** The Offeror shall participate in the Pre-Test Workshop for AIMS administration in January 2009.
- 5.2.** The Offeror shall provide customer service support to district test coordinators.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

- 5.2.1.** Trained customer service representatives will be available to answer calls and emails from Arizona district test coordinators Monday through Friday, excluding Arizona state holidays, from 7:00 AM to 5:00 PM Mountain Standard Time. (Arizona is in the Mountain Time Zone. Most of Arizona does not participate in Daylight Saving Time).
- 5.2.2.** The Offeror shall produce pre-coded student identification labels for scorable documents. The State will provide the Offeror with a data file (see Exhibit 7.3 for sample file layout) of demographic information for students to be tested.
- 5.3.** The Offeror and the State will develop a process for ordering materials. Orders will be placed and packaged by schools but shipped to the district. There are approximately 2,000 schools and approximately 600 districts.
- 5.4.** The Offeror shall develop a test materials packaging plan. Test materials (field test books, answer documents, ancillary materials, and pre-coded student identification labels) are to be packaged in a manner that allows for easy counting and minimizes over-shipping due to order round-up necessary to accommodate package size.
- 5.5.** The Offeror shall develop a plan and schedule for Materials Retrieval. All scorable and non-scorable materials shall be picked up within one week of the final day of the testing window from districts and shipped to the scoring center for scanning.
- 5.6.** The Offeror shall develop and produce a print version and web-ready version of Test Administration Directions (TAD) and Test Coordinator Manual (TCM).
- 5.6.1.** TADs are to be produced at the ratio of one printed version per 20 student test books. Print copies will be distributed with the test materials.
- 5.6.2.** TCM are to be produced at the ratio of one printed version per district and one per school site. Print copies will be distributed with the test materials.
- 5.6.3.** Printing stages for ancillary materials.
- Mock-up. This is a development stage and is performed over a period for design/improvement of product. The Offeror and the State collaborate on the development of the mock-up.
 - Second Pages. This is an electronic format. It will be in page layout form for review by both the Offeror and the State. The State must approve the second pages and all changes to the second pages.
 - Confirming Copies. This is the first version of the typeset copy. It may be delivered in an electronic format. All approved changes to the second pages are to be incorporated in the confirming copies. The State must approve the confirming copies and any changes to the confirming copies.
 - Printer's Proof (bluelines). The State receives a paper copy of all bluelines. The State must approve the bluelines prior to printing.

SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

6. Scanning and Scoring

- 6.1.** Develop with the State scanning and scoring schedules to meet reporting requirements including a plan for confirming all expected schools have submitted documents for scanning and scoring.
- 6.2.** The Offeror shall collect data on the field test items and provide such data in an agreed upon format to the State.
 - 6.2.1.** The Offeror shall be responsible for item analyses at the conclusion of the field test for each grade level and for each content area. The Offeror shall provide item response theory (IRT-based) and classical test theory (CTT-based) statistics for all field test items. The Offeror shall provide at least the following for every item.
 - p-values
 - Rasch values
 - point biserials
 - fit statistics
 - Mantel-Haenszel statistics
 - differential item functioning (DIF) statistics
 - distracter analysis
 - 6.2.2.** Item associations must be identified.
 - Items must have an assigned AZID number as a primary key.
 - Items must be associated with content area, strand, concept, and performance objective.
 - Item must be associated with a form.
 - Item must have season and year of administration.
 - Associated material for “interpretive multiple choice” items must be displayed with all associated items.
- 6.3.** The Offeror shall deliver the print ready images of all items in PDF format and item data as identified in 6.2. to the State by July 15, 2009.
- 6.4.** The Offeror shall conduct an Arizona educator item analysis committee by August 1, 2009 to review data identified in 6.2. to determine usability of field test items on operational **tests**.

7. Psychometrics and Research Support

The Offeror shall provide appropriate psychometrics and research to ensure validity and reliability in test construction and scoring.

- 7.1.** Reliability and Validity. The Offeror shall be responsible for establishing and documenting evidence of the reliability and validity of field test results.

SECTION 1 SCOPE OF WORK

**ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007**

SOLICITATION NO. RFP NO. ED09-0009

- 7.2.** Statistical Analysis. The Offeror shall be responsible for item-analyses throughout the course of this project. The Offeror shall provide replication specifications for conducting the analyses to produce item-level statistics for all field tested items. The Offeror shall provide to the State all data to allow for the State's replication of any and all analysis.
- 7.3.** Technical Report. The Offeror shall provide a technical report that supports the validity and reliability of AIMS Mathematics Field Test. The technical report shall be in a form and format approved by the State and suitable for posting on the ADE website and will include detailed technical documentation of the programmatic, statistical, and psychometric procedures used to create and analyze AIMS Mathematics Field Test. The report will contain documentation of the technical merits of the field tests including reliability measures and evidence of validity. The technical report must supply support to meet NCLB technical quality requirements. The State and the TAC will review the technical report draft and offer edits prior to publication. This draft is due to the State no later than September 15, 2009.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. “ADE” means the Arizona Department of Education.
- B. “Department” means the Arizona Department of Education.
- C. “Services” means services performed, workmanship and material furnished or used in the performance of services.

2. **Changes.**

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph XX of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph XX of this section. The State of Arizona project/contract number and project description shall be noted on the

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect for one year, unless terminated or canceled.
6. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.
7. **Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.
8. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
9. **Warranty of Services.**
- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
10. **Inspection of Services – Fixed Price.**
- A. The Contractor shall provide and maintain an inspection system acceptable to ADE covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

maintained and made available to ADE during contract performance and for as long afterwards as the Contract requires.

- B. ADE has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. ADE shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If any of the services do not conform with Contract requirements, ADE may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, ADE may -
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - (2) Reduce the Contract price to reflect the reduced value of the services performed.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, ADE may -
- (1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by ADE that is directly related to the performance of such service; or
 - (2) Terminate the Contract for default.
11. **Ownership.** All deliverables and/or other products of this Contract (including, but not limited to, all software documentation, reports, records, summaries and other matter and materials prepared or developed by the Contractor in performance of this Contract) shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees.
12. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
13. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
14. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
15. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

17. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

18. Payments.

A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:

- (1) Name and address of the Contractor.
- (2) Invoice date.
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
- (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (8) Any other information or documentation required by the Contract (such as evidence of shipment).

B. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.

C. Submit invoices to the following address:

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Arizona Department of Education
Accounting, Bin #1
1535 West Jefferson Street
Phoenix, Arizona 85007

19. Contract Administration

<p>A. Mailing of Payments. Address to which payment should be mailed, if different than that listed on the Offer and Award Form.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Company Name)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Street Address)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(City & State) (Zip Code)</p>	<p>B. Contractor representative to contact for contract administration purposes:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Name and Title)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Street Address)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(City & State) (Zip Code)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Telephone & Facsimile Numbers)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(E-Mail Address)</p>
<p>C. The ADE Project Manager to contact for technical matters concerning contract performance (NOTE: this person is <u>not</u> authorized to direct contractor performance or make changes in contract requirements.):</p> <p style="text-align: center;">Irene Hunting 1535 West Jefferson Street, #6 Phoenix, AZ 85007 Phone: (602) 542-5450 FAX: (602) 542-5467 E-mail: Irene.Hunting@azed.gov</p>	<p>D. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.:</p> <p style="text-align: center;">Brian D. Ball 1535 West Jefferson Street, #37 Phoenix, AZ 85007 Phone: (602) 364-2517 FAX: (602) 364-0598 E-mail: brian.ball@azed.gov</p>

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. *“Contractor”* means any person who has a Contract with the State.
 - E. *“Days”* means calendar days unless otherwise specified
 - F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.
2. **Contract Interpretation.**
 - A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

4. Costs and Payments.

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- (2) Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - (1) Of a quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
- (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

8. State's Contractual Remedies.

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
- (1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - (3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

SECTION 3
UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7

- 10. Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer:
 - A. Offer and Contract Award Form;
 - B. Contract Administration; Section 2 Paragraph 19;
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Offeror’s References;
 - E. Attachment 6.3, Offeror’s Organization;
 - F. Attachment 6.4, Offeror’s Personnel Qualifications;
 - G. Attachment 6.5, Offeror’s Financial Disclosure;
 - H. Attachment 6.6, Sole Proprietor Certificate (if necessary);
 - I. Attachment 6.7, Offeror's Checklist; and
 - J. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Proposal Opening:** As this is a Request For Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after Contract award.

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

5. **Award of Contract.** Award of a contract will be made to the most responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the Solicitation.

6. **Federal Immigration and Nationality Act:**

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

7. **Offer Format and Content.**

- A. **One clearly marked original and four (4) copies** of offer(s) shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
- B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “*standard procedures will be employed*” or “*well-known techniques will be used*”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.
- C. **Binding and Labeling.** Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4).
- D. **Indexing.** The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in offer preparation.
- E. **Format.** The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. **Lack of these submissions may cause the Offer to be declared unacceptable.**
- (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form and completed Attachments 6.1, 6.3, 6.5, 6.6 (if applicable) and 6.7 (if applicable).
 - (2) Section Two of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
If in the judgment of the Offeror there are more efficient and cost-effective means to accomplish any of the Scope of Work requirements, the Offeror is strongly encouraged to present

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

recommendations/proposals and rationale for the use of any such alternatives. In addition to the Offeror's response to the Scope of Work, any alternative proposals must include technical and cost details. If an Offeror determines to submit an alternate proposal, it shall be submitted as separate and distinct.

- (3) Section Three of the Offer shall be titled **Offeror's Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability, including personnel, to accomplish Scope of Work responsibilities. This Section shall specifically address or include:
- (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 6.2.
 - (b) Personnel qualifications, Attachment 6.4
 - (c) The offeror shall provide evidence of their capability and capacity to complete the services required in the Scope of Work.

8. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. **Step One.** Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. **Step Two.** Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. **Step Three.** (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).
- D. **Step Four.** Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print below), which are listed in descending order of importance.
 - (1) **Method of Approach and Implementation Plan;**
Overview that indicates an understanding of the requirements of the Scope of Work.
 - (2) **Offeror's Experience, Expertise and Reliability, Capability and Capacity; and**
 - (3) **Price.**

9. Discussions. In accordance with A.R.S. § 41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.

10. Final Proposal Revisions.

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations.
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

- 11. Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a contract with the State.
 - E. “Days” means calendar days unless otherwise specified.
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Offer” means bid, proposal or quotation.
 - H. “Offeror” means a vendor who responds to a Solicitation.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - K. “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
2. **Inquiries.**
 - A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Other documents referenced or included in the Solicitation.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Disqualification. An Offer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. Award.

- A. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. RFP NO. ED09-0009

Version 7.1

7. **Protests.** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Enterprise Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the purchasing agency and the Solicitation or Contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - E. The form of relief requested.
8. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ATTACHMENT 6.1

PRICES/DELIVERY SCHEDULE SOLICITATION No. ED09-0009

Develop, print, and score mathematics field test with items aligned to the Arizona Mathematics Standard Articulated by Grade Level specifically for high school and 8th grade mathematics, according to the scope of work, terms and conditions in RFP ED09-0009.

	Subtotal \$	_____
_____ %* Arizona Sales Tax, State and City*	\$	_____
Total Offer	\$	_____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.3

OFFEROR'S REFERENCES

SOLICITATION No. ED09-0009

Offeror shall provide a minimum of three (3) professional references who have received services from the Offeror in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Project Beginning Date:	Project Ending Date:
	(Month/Year)	(Month/Year)
Description of Services Provided: (Including Project Size, Complexity, and Offeror's Role)		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Project Beginning Date:	Project Ending Date:
	(Month/Year)	(Month/Year)
Description of Services Provided: (Including Project Size, Complexity, and Offeror's Role)		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Project Beginning Date:	Project Ending Date:
	(Month/Year)	(Month/Year)
Description of Services Provided: (Including Project Size, Complexity, and Offeror's Role)		

ATTACHMENT 6.3

OFFEROR'S ORGANIZATION

SOLICITATION No. ED09-0009

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

	<u>YES</u>	<u>NO</u>
1. <u>Administrative Agent</u>		
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Civil Rights Compliance Data</u>		
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Prior Felony Conviction(s)</u>		
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Suspension or Exclusion from Federal or State Program(s)</u>		
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6.3

OFFEROR'S ORGANIZATION SOLICITATION No. ED09-0009

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.
11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 6.4

OFFEROR'S CANDIDATE QUALIFICATIONS SOLICITATION No. ED09-0009

INSTRUCTIONS:

Answer all questions thoroughly. A questionnaire shall be completed for each of the required positions listed in section 3.4 of the solicitation. A separate resume may be attached as supplemental information, but shall not take the place of answering each question. Answers such as "See attached Resume" will not be accepted. If resumes are included please reference the proposed position on the resume.

Proposed Position

Candidate's Name

Current Information

Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years Experience in Proposed Position's Area:	
Percentage of Candidate's Time Dedicated to Proposed Position:	%

Related Education and Training

College / Technical Schools:

Name/Address	Major	Degree(s) Earned

Professional Affiliations, Licenses, and Certifications:

Professional Affiliation	Years/Months

Licenses	Years/Months

Certifications	Years/Months

ATTACHMENT 6.4

OFFEROR'S CANDIDATE QUALIFICATIONS SOLICITATION No. ED09-0009

Proposed Position

Candidate's Name

Provide Candidate's Assessment and Testing Experience

Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation page and paragraph number(s) within the description.

--

ATTACHMENT 6.5

OFFEROR'S FINANCIAL DISCLOSURE

SOLICITATION No. ED009-0009

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

	<u>YES</u>	<u>NO</u>
1. Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Offeror have an accounting manual?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the Offeror's firm prepare a public annual financial statement? (If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Offeror's firm have interim financial statements prepared? (If YES, specify how often.) _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the Offeror's firm audited by an independent auditor? (If YES, answer A thru D below.)	<input type="checkbox"/>	<input type="checkbox"/>
A. How often are audits conducted? _____		
B. By whom are they conducted: _____ _____		
C. Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable.		
D. Does the Offeror's firm have any uncorrected audit exceptions?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract? (If YES, submit a copy of the allocation plan with proposal.)	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? (If YES, answer A and B below.)	<input type="checkbox"/>	<input type="checkbox"/>
A. What is the dollar amount? \$ _____		
B. In which state(s)? _____		
8. Has the Offeror's firm ever gone through bankruptcy? <input type="checkbox"/>		<input type="checkbox"/>

ATTACHMENT 6.6



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.7

State of Arizona Substitute W-9 & Vendor Authorization Form



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



Type of Request (Must select at least ONE)				<input type="checkbox"/> Tax ID	<input type="checkbox"/> Legal Name	<input type="checkbox"/> Entity Type	<input type="checkbox"/> Minority Business Indicator
<input type="radio"/> New Request	<input type="radio"/> New Location (Additional Mail Code)	<input type="radio"/> Change (Select the type(s) of change from the following:		<input type="checkbox"/> Main Address	<input type="checkbox"/> Remittance Address	<input type="checkbox"/> Contact Information	

Taxpayer Identification Number (TIN) (Provide ONE Only)	
Social Security Number (SSN) <input type="text"/> - <input type="text"/> - <input type="text"/>	OR Federal Employer Identification Number (FEIN) <input type="text"/> - <input type="text"/>

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)
Legal Name* <input type="text"/>

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)	
<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) <input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G)	<input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN <input type="text"/> <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation providing health care, medical or legal services (5M) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) <input type="radio"/> Other: Tax Reportable Entity (5P) <input type="radio"/> Other: Tax Exempt Entity (5H)
Description <input type="text"/>	

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)		
<input type="radio"/> Small Business (01) <input type="radio"/> Small Business- African American (23) <input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Small Business- Native American (27) <input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Small, Woman Owned Business- Asian (30)	<input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Woman Owned Business- Other Minority (08)	<input type="radio"/> Minority Owned Business- African American (04) <input type="radio"/> Minority Owned Business- Asian (32) <input type="radio"/> Minority Owned Business- Hispanic (74) <input type="radio"/> Minority Owned Business- Native American (15) <input type="radio"/> Minority Owned Business- Other Minority (02) <input type="radio"/> Non-Profit, IRC §501(c) (88) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00) <input type="radio"/> Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed	Remittance Address Where payment is to be mailed <input type="checkbox"/> Same as Main
DBA/Branch/Location <input type="text"/>	DBA/Branch/Location <input type="text"/>
Address <input type="text"/>	Address <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip code <input type="text"/>	City <input type="text"/> State <input type="text"/> Zip code <input type="text"/>

Vendor Contact Information	
Name <input type="text"/>	Title <input type="text"/>
Phone # <input type="text"/> Ext. <input type="text"/> Fax <input type="text"/>	Email <input type="text"/>

Certification <input type="checkbox"/> Exempt from backup withholding
Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).
Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.
<i>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</i>

Signature <input type="text"/>	Title <input type="text"/>	Date <input type="text"/>
--------------------------------	----------------------------	---------------------------

STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION				VENDOR: DO NOT WRITE BELOW THIS LINE			
State HRIS EIN <input type="text"/>	Print Name <input type="text"/>	Signature <input type="text"/>					
AGY <input type="text"/>	Title <input type="text"/>	Phone # <input type="text"/>	Email <input type="text"/>	Date <input type="text"/>			

STATE OF ARIZONA GAO USE ONLY				VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE			
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	Vendor Number <input type="text"/>	Processed by <input type="text"/>	Date Processed <input type="text"/>			
<input type="checkbox"/> HRIS	<input type="checkbox"/> GAO-03	<input type="checkbox"/> Other					

ATTACHMENT 6.8

OFFEROR'S CHECKLIST SOLICITATION No. ED09-0009

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

Required Item	Solicitation Reference:	Offeror's Proposal Page #:
1. Offer and Award Form Signed	Page 1	
2. Contract Administration	Section 2. ¶¶ 22	
3. Offeror's Prices	Attachment 6.1	
4. Offeror's References	Attachment 6.2	
5. Offeror's Organization	Attachment 6.3	
6. Offeror's Personnel Qualifications	Attachment 6.4	
7. Offeror's Financial Disclosure	Attachment 6.5	
8. Sole Proprietor Certificate Waiver (if necessary)	Attachment 6.6	
9. State of Arizona Substitute W-9 Form	Attachment 6.7	
10. Offeror's Checklist	Attachment 6.8	

EXHIBIT 7.1**CERTIFICATE OF INSURANCE****CONTRACT NO. ED09-0009****VENDOR:**

**ARIZONA DEPARTMENT
OF EDUCATION
PROCUREMENT SECTION
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 364-2517**

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

 Authorized Representative

Arizona Style Guide

May 30, 2008

Reference: *The Gregg Reference Manual*, 10th Edition

Contents

Cultural Sensitivity.....	Page
General Grammar.....	Page
Mathematics & Science.....	Page
Reading.....	Page
Stems & Answer Choices.....	Page
Test Manual/Booklet.....	Page
[Test Vendor's Applications]	
Miscellaneous.....	Page

Cultural Sensitivity

African American	Do not use hyphen when used as a noun. Example: <i>African Americans have contributed...</i>
Alaskan Native	Should not be Alaska Native when referring to the indigenous group.
America/American	Use United States for the name of the country. Remembering all of the Americas, American is acceptable in specific contexts.
American Indian	Use Native American .
Asian American <i>contributed. . .</i>	Do not use hyphen when used as a noun. Example: <i>Asian Americans have contributed. . .</i> A compound noun (African American, Native American, etc.) must be hyphenated when it is used as an adjective. For more information, refer to page 230, #818d of <i>The Gregg Reference Manual</i> , 10th Edition.
bias	All items should be free of racial, ethnic, sexual, regional, and cultural bias. (see cultural sensitivity and names)
cultural sensitivity	Check all text and art for stereotypes, bias, and reverse stereotypes. Query accepted usage as related to a racial, religious, ethnic, or cultural group (note <i>internment camp</i>) to include using available resources, definitions, or insights from appropriate Internet sources and advocacy groups, among others). (1) In order to guard against the appearance of social bias and ethnocentrism (and unless it is <u>necessary</u> for the item, e.g., in social studies), the pairing of names and activities stereotypically associated with specific cultural, racial, ethnic, or religious groups should be avoided. An example might be pairing in an item an Asian-origin surname with, say, <i>Tokyo</i> , <i>tofu</i> , <i>ikebana</i> , or <i>origami</i> ; or combining a Native American name with <i>face paint</i> , <i>teepees</i> , <i>arrows</i> , <i>basketry</i> , or <i>feathers</i> . (Using stereotypically generic or specific names of Native American groups for non-Native American schools or sports teams (Examples: <i>Redskins</i> , <i>Braves</i> , <i>Indians</i> , <i>Chiefs</i> , etc.) may be considered disrespectful and offensive. Please avoid such usage.) (2) In order to guard against the appearance of gender or sexist bias in an item, activities that are stereotypically “assigned” to one gender or the other should be considered for acceptable and credible gender/role variations. Gender equity in items and forms is

EXHIBIT 7.2

required—query if there is a preponderance of one gender in items within a subtest. Also avoid reverse stereotyping (some tests have come close to showing *all* boys baking cakes, *all* girls building birdhouses).

(3) Items should present people with physical challenges in a wide variety of roles, occupations, and activities, and as independent, helpful, and capable individuals or members of a group. Diversity here is also recommended. Unless it's somehow relevant and necessary in meeting a performance standard, focusing on conditions, appearance or features such as weight (anorexia, bulimia, obesity, etc.) and height is considered out of bounds.

(4) Allusions to and stereotypic pairing of economic class, education, vocation, or background and capabilities with race, age, gender, or ethnicity in items should be avoided.

(5) While variety in names is desirable and can reflect diversity and multi-culturalism, names that may be unfamiliar or difficult to pronounce, as well as alliteration between names and activities, may slow down or “catch” the student with concerns that are unrelated to the item or content goals of the assessment. Equally, the use of names may carry a necessary reminder of which groups are invisible or under-represented in assessments—and this paucity may be something easily remedied with a look at a newspaper or local phone book.

gender bias	Review art and text for gender equity to ensure that males and females are not assigned traditional, stereotypical roles. Use only Ms., never Mrs.
internment camp	Also known as <i>resettlement</i> or <i>relocation</i> centers during World War II, these sites were used to imprison United States citizens and aliens of Japanese ancestry.
Ms.	Do not use Miss or Mrs.; use Ms.
names	Ethnic names should be easily pronounceable. (see cultural sensitivity, #5)
Native American and Native-American groups	These are the terms used by social studies (however, the specific name of the group, e.g., <i>Navajo</i> , <i>Cherokee</i> , <i>Iroquois</i> , etc., is preferred). Social studies has done extensive research on the terms used and found that <i>tribe</i> and <i>American Indian</i> are considered derogatory by many Native Americans. The ADE considers <i>Native American</i> to be an acceptable term.
relocation/resettlement center or camp	(see internment camp)
sexist language	(see cultural sensitivity)
tribe	Do not use in conjunction with Native Americans. (see Native Americans or American Indians)

General Grammar

a, an	Don't capitalize in a title, unless it's the first word. Use <i>a/an</i> per pronunciation.
— a	Use a before all <i>consonant</i> sounds – including <i>h</i> , long <i>u</i> , and <i>o</i> . For more information, refer to page 311, #1101 of <i>The Gregg Reference Manual</i> , 10th Edition.
— a, an before h	Nowadays the use of <i>an</i> before <i>h</i> survives primarily before the words <i>historical</i> and <i>historic</i> .— <i>American Heritage Dictionary</i> . Both <i>a historic</i> and <i>an historic</i> can be used – this is dependent upon whether the <i>h</i> is sounded or is silent. The recommendation is <i>a historic</i> . (see also articles, a/an, the) For more information, refer to page 311, #1101 of <i>The Gregg Reference Manual</i> , 10th Edition.
— an	With vowel sounds: <i>an arm, an error, an iron, an owner, an urn, an herb, an hour, an honor, an Ypsilanti-born person</i> . Don't use with words that start with consonant sounds: <i>a hotel, a</i>

EXHIBIT 7.2

unit, a ewe, a euphemism, a one, a humble person, a yo-yo, a UN representative. Don't use with words that start with long *u* or silent *h*. For more information, refer to page 311, #1101 of *The Gregg Reference Manual*, 10th Edition.

—in a series	Be consistent: Say <i>a ewe, a year, an epiphany</i> , but not <i>a ewe, year, and epiphany</i> because <i>a epiphany</i> is wrong.
abbreviations	Must be consistent within text. Spell out words in the answer choices and stem, but may use abbreviations in the art. Example: <i>cm</i> or <i>ft</i> would be acceptable in art. If abbreviated form can be read as a word, use periods. Examples: <i>in.</i> , <i>oz.</i> For further clarity refer to pages 145-171 <i>The Gregg Reference Manual</i> , 10th Edition.
accents	Add appropriate accents. Example: <i>résumé</i>
according to	This compound preposition means <i>as stated or indicated by</i> . If a student is being asked to refer to a passage or a stimulus to determine a response, almost always, the correct wording for the stem will begin <i>According to the passage</i> . It is incorrect to say <i>Based on the passage, which battles were fought in the South?</i> since the battles were not actually fought there on the basis of what is written in the passage. However, <i>according to</i> is not appropriate for a stem that asks the student to make a judgment or draw a conclusion <i>based on</i> the information provided in a passage. (see also based on)
A.D./ B.C.	Use small capital letters — A.D. precedes the year; B.C. follows the year. [Page 312, #1101 <i>The Gregg Reference Manual</i> , 10th Edition]
all of	Usually redundant; delete <i>of</i> unless needed for the rhythm of the sentence.
aloud	Do not use <i>out loud</i> . <i>Aloud</i> always directly follows the verb. Example: <i>Follow along as I read aloud the Directions</i> . Another example: <i>...as I read it aloud</i> .
articles (<i>a/an, the</i>)	<p>As a general style rule, avoid the use of definite or indefinite articles at the beginning of answer choices that are nouns or noun phrases if the articles are merely repetitive. However, at times an article is needed to clarify meaning or number or to improve readability. Articles may be needed if the answer choice refers to a specific thing or a specific quantity, rather than a thing in general or an indefinite quantity.</p> <p>An article is not needed when the answer choices refer to things that are one-of-a-kind or are things in general; in which case, the use of plural nouns may be best. Examples:</p> <p><i>Which of these contains cholesterol? (eggs, apples, broccoli, water)</i></p> <p><i>What is the imaginary line that divides Earth into two hemispheres? (Equator, Tropic of Cancer, Tropic of Capricorn, International Date Line)</i></p> <p>An article should be used when the answer choices refer to specific things or a specific quantity:</p> <p><i>Who won the race? (the turtle, the hare, the dog, the chicken)</i></p> <p><i>Which of these would weigh the least? (a walnut, a feather, a chair, a book)</i></p>
backward	Should be spelled without the “s” (not <i>backwards</i>).
can	Do not use <i>can</i> (as in <i>the following answer choice can be considered the best</i>). Often used in passive voice and implies that there might be a better answer. (see also could)
cannot	Try rewording, otherwise use two words when emphasizing the not: <i>can not</i> . Use as one word in all other instances. Do not use contractions.
capitalization	(see civil titles, historical events and times)
checkmark	One word—do not use <i>check</i> .
choose	Do not use <i>pick</i> , use <i>choose</i> .

EXHIBIT 7.2

civil titles	Civil, military, religious, professional titles, and titles of nobility are capitalized only when they immediately precede a personal name, as part of that name (Governor Napolitano, the governor of Arizona; Queen Elizabeth, the queen of England). The exception is <i>President</i> when referring to the President of the United States. (see President)
comma	Delete unnecessary commas. Examples: There should be no comma after <i>Now</i> or <i>Today</i> or <i>Yesterday</i> . Use serial commas before <i>and</i> : cats, dogs, and herons. In mathematics, use commas, not parentheses, to set apart phrases such as <i>in miles</i> , <i>in square units</i> , <i>in degrees</i> , <i>in inches</i> , etc. (Example: <i>What is the measurement, in degrees, of $\angle ACD$?</i>) [Gregg Reference Manual, #122-175]
contractions	Avoid contractions. They are okay on statistics and scans.
could	Not functional. Implies there are other possibilities when choosing a correct answer. Invokes ambiguity.
due to/ because of	Use the adjective <i>due</i> to modify a noun. It may appear following the noun or as a predicate adjective following a linking verb. For adverbial usage, use <i>because of</i> , a compound preposition. Examples: <i>Absence due to illness will be excused</i> ; <i>Their absence was due to illness</i> ; and <i>They were absent because of illness</i> .
each other/ one another	Use <i>each other</i> for two persons or things and <i>one another</i> for more than two.
ellipses (sentences)	Ellipsis points are three dots (. . .), spaced, to show deleted material or a trailing off of thought. If the deletion occurs at the end of a sentence, add a period, then ellipses (. . . .) “Strange” marks like ellipses, slashes, and even colons and semicolons are best avoided in tests, especially in the elementary grades. If a quotation must be used, and there must be an omission, it is best to ask for permission to show the quote without ellipses. When answer choices consist of phrases quoted from the stimulus, do not use ellipses before or after the quoted section. These are not formal quotations and should not be treated as such. If an edited quotation is unavoidable, don’t use an ellipsis at the beginning of it (impedes readability). Do not use ellipsis points to end an open stem. Also note “Quotations” on page 7 of this document.
entitled	Do not use in reference to titled works—instead, use <i>titled</i> , as in, <i>The composer titled this piece Symphony no. 41</i> . (However, <i>One may be entitled to call it the Jupiter Symphony</i> .)
farther, further	Use <i>farther</i> for physical distance, <i>further</i> for time or figurative distance. But experts concede that “physical distance” may be quite figurative.
fewer/less	Use <i>fewer</i> when using plural nouns and referencing a number. Use <i>less</i> when using singular nouns and referencing an amount. <i>Fewer</i> usually refers to things that can be counted (<i>There are fewer sheep in that meadow than this one.</i>); <i>less</i> refers to things that cannot be counted (<i>This sweater is made with less wool than that one.</i>). References to humans should almost always use <i>fewer</i> .
geographic names in common objects	Generally we use capital letters for place names used as adjectives in names of common objects. Examples: <i>Venetian blinds</i> , <i>Brussels sprouts</i> , <i>French doors</i> , <i>Dutch ovens</i> , <i>Danish pastry</i> , <i>a Rhodes scholar</i> . However, there is a trend toward dropping the capital letter if there has been long-term common usage. Examples: <i>bunsen burner</i> , <i>cesarean section</i> , <i>french fries</i> , <i>roman numerals</i> , <i>plaster of paris</i> . For more information, refer to pages 94-96, #303-310 of <i>The Gregg Reference Manual</i> , 10th Edition.
get/got	Do not use—rewrite the sentence to eliminate the word(s).

historical events and times

EXHIBIT 7.2

- Lowercase:** Use lowercase to designate a general period of time (*eighteenth century* or *18th century*). Most period designations are lowercased, except for proper nouns and adjectives (*baroque period, colonial period, golden age, romantic period, and Victorian era*).
- Capitalization:** Some names applied to historical or cultural periods are capitalized (*Age of Reason, Bronze Age, Ice Age, Progressive Era, Renaissance*). Names of historical, political, economic, and cultural events are generally capitalized (*Civil Rights movement, Cold War, Great Depression, Industrial Revolution, New Deal, Prohibition, Reconstruction*); however, there are some exceptions which use lowercase (*dust bowl, westward movement, gold rush, baby boom*). For more information, refer to page 109, #344 of *The Gregg Reference Manual*, 10th Edition.

hyphenation

Turn off hyphenation. Do not hyphenate *green colored pencil*. Hard hyphens (hyphens that are used for correct spelling) may properly appear at the end of a line of text. Hyphens are used with grade levels: third-grade classroom, but third grade is without a hyphen. Hyphenate fifth-grade students but not fifth graders. Suspended hyphens may be used: one- or two-sided, 10- to 12-hour trip, first- and last-place runners. Words following *well* should have a hyphen (e.g., well-tempered, well-suited, well-being). When used before a noun, *after-school* should be hyphenated (e.g., after-school activities, after-school classes, after-school program). Hyphens for temporary compound adjectives must always be carefully researched in both dictionaries and usage guides. NOTE: Even the authorities tend to disagree on some guidelines. (See also **spelling** for words in which hyphenation is often questioned.) For more information, refer to page 663 [Index] of *The Gregg Reference Manual*, 10th Edition.

if/whether

The word *if* introduces a condition, whereas *whether* introduces alternatives. The word *whether* always implies the sense of *or not*, but the words *or not* do not have to appear. Examples: *If we leave now, we can arrive on time* and *I don't know whether we can arrive on time*. If both alternatives of a situation are named, *whether* must be used. Example: *I don't know whether we will take the train or a bus*.

Internet

Use initial capital letter

like

Do not use as a subordinating conjunction. Change to the correct *as if* or *as though*. Incorrect example: *She acted like she knew them already*. Correct example: *She acted as if she knew them already*.

lists

Bulleted lists are always single-spaced and either flush left or indented 3 pi. In boxed lists, the boxes are all the same size and are flush left. For more information about bullets in displayed lists, refer to page 650 [Index] of *The Gregg Reference Manual*, 10th Edition. In bulleted lists, items are lowercase with no end punctuation and no initial capital letter, unless there is a proper noun included; use hanging indent. Examples:

- *friends*
- *Romans*
- *countrymen*

In bulleted lists of sentences, use standard capital letters and punctuation; use hanging indent.

If a complete sentence is appended to a lowercase, unpunctuated item on a list, enclose it in parentheses and use initial capital letter and end punctuation (see “mistletoe,” below).

- *mignonette*
- *marjoram*
- *mistletoe (This plant can be poisonous.)*

In numbered lists, the numbers are always followed by periods.

Example:

1. *animal*
2. *vegetable*
3. *mineral*

Use a complete sentence in the bulleted list if the lead-in is complete.

Example:

EXHIBIT 7.2

Be sure to check the following things:

- *Your name is spelled correctly.*
- *Your shirt is buttoned.*
- *The iron has been turned off.*

Example:

When you read to be informed, you should do the following things:

- *Take no notes.*
- *Skip the illustrations.*
- *Skim the text as quickly as possible.*

make	Avoid using this word in the context of <i>making</i> someone do something. Incorrect example: <i>How does the author make the reader want to read more?</i> Correct example: <i>How does the author draw the reader further into the story?</i> (One possibility of many.)
numbers	Numbers less than 10 should be spelled out except in math items, lists of materials, charts/graphs/tables, and measurements. When two numbers appear together, we generally spell the first one and use a numeral for the second one. Example: <i>There are two 12-foot pythons.</i> But if the first of two numbers is a one, simply drop it. Example: <i>8-inch piece of string</i> (not <i>One 8-inch piece of string.</i>) For 4-digit numbers or more, many projects, but not all, use the comma (Example: <i>1,432</i>).
numerals	We generally use numerals rather than spelling out the number in math problems. However, we do not use numerals at the beginning of a sentence or where the numeral/number is non-essential to the solution of the problem. For example, we might say <i>Four blocks from the house we found 3 kittens and 2 puppies in a box. How many animals were there in all?</i> Note that the number is spelled out at the beginning of a sentence <u>and</u> we don't confuse the student by using the unnecessary identifier of 4 blocks, which could make the student believe this number is a necessary part of finding the solution to the problem being presented.
of	Use instead of <i>in</i> . Example: <i>Turn to page 18 of your Test Book.</i>
online	One word, lowercase.
ordinals	In dates, do not use the "th" that is heard in speech: <i>May 15, June 23</i> . Spell out the ordinal number for a century: <i>tenth century, nineteenth century, etc.</i> For more information, refer to page 124, #407 of <i>The Gregg Reference Manual</i> , 10th Edition.
PE	Physical Education. Capitalize the initial letters with no periods.
prepositions	Ending a sentence with a preposition is not wrong, but generally avoidable. It is best to rewrite the sentence putting the preposition first, followed by "which" (<i>By which . . . , Under which . . . , In which . . . , etc.</i>). Do not confuse a true preposition with the second element of a phrasal verb (compare <i>walk up the hill</i> with <i>cut up the fabric</i>).
pronouns	Plural pronouns should have a plural antecedent. Although general usage is gradually changing to allow this, for now do not use a plural pronoun with a singular antecedent.
quotations	In stems, sentences that are quoted from passages should be in boldface type and should be indented. Use the complete word <i>quotation</i> , not the abbreviated <i>quote</i> . Quotations from another source, presented as a stimulus to an item, should be set in regular type/font in a drop-shadow box under the item stem. The attribution is set under the quotation, right-aligned and preceded by an em dash. Quotations referred to as such must be direct quotations from the passage with no paraphrasing. Quotations from a passage may be set as follows: <ul style="list-style-type: none">• in stems: boldface type placed between <i>Read this sentence from the passage</i> and the actual stem, both set in regular type• in ACs: enclosed in quotation marks, set in regular type• in charts: either boldface (in headings) or regular, with no quotation marks

EXHIBIT 7.2

If it has been decided to truncate a quoted sentence, leaving it still a complete thought, ellipses do NOT have to be added to the beginning or ending of the quotation; however, ellipses must be used to indicate words deleted from the middle of a sentence. Examples: The sentence, *She thought that he could have waited a little longer before calling in the others*, could be shortened in all the following ways –

- *He could have waited a little longer before calling in the others* (deleting the first part of the original sentence).
- *She thought that he could have waited a little longer* (deleting the last part of the original sentence).
- *She thought that he could have waited . . . before calling in the others* (deleting a phrase from the middle).

If a quotation has been shortened by deleting the beginning, the initial letter can be capitalized as if it were the complete quotation. A truncated quotation, which is NOT an exact complete sentence from the passage, should be referred to in directions as *the statement* rather than *the sentence* to avoid the implication that the quotation is being given in full. Example: *Read this statement from the article.*

When identifying the title of the passage in the stem, quotation marks should be used around the title. For more information, refer to page 70, #243 of *The Gregg Reference Manual*, 10th Edition.

quotation marks	All quotation marks (and apostrophes) should be “smart quotes,” not the straight, ditto mark style. Within the stem, use quotation marks to indicate key words or phrases, quotations, and the titles of charts, short poems, stories, and articles. Use quotation marks around the titles of articles, stories, short poems, songs, and unpublished manuscripts. Titles of television and radio programs are set within quotation marks unless they are a continuing series, in which case they are italicized.
reason/is because	Do NOT use this grammatical error. Delete <i>because</i> or rewrite the sentence. Incorrect example: <i>The reason they decided to leave so early is because they are eager to see the next stop.</i> Correct example: <i>The reason they decided to leave so early is [that] they are eager to see the next stop.</i>
reason why	Should be <i>the reason that</i> or <i>reason</i> , not <i>reason why</i> . Avoid using both words together. Although not an outright grammatical error, some sources consider <i>reason why</i> to be redundant. Usually <i>why</i> can be deleted. Incorrect example: <i>Explain the reason why the group left so early.</i> Correct: <i>“Explain the reason [that] the group left so early. Reason why</i> has sometimes been retained for certain science items in order to maintain the emphasis of both <i>explain the reason</i> and <i>why [something happens]</i> .
rivers	River names and bodies of water should be italicized on maps and the initial letters should be capitalized in text.
slashes	Do not use slashes in test directions or stems. In items that quote poetry, if more than one line must be run together on a single line of text, slashes are needed to indicate divisions between the lines of poetry. Be sure to insert a space before and after the slash.
smart quotes	All quotation marks (and apostrophes) should be “smart quotes,” not the straight, ditto mark style.
spelling	A few words— <i>rainwater</i> , <i>rainfall</i> , <i>rainstorm</i> , <i>thunderstorm</i> , <i>snowstorm</i> , <i>groundwater</i> , <i>meltwater</i> , <i>nighttime</i> , <i>stopwatch</i> , and <i>houseplant</i> —are one word. However, we have <i>ice storm</i> , <i>salt water</i> (but <i>seawater</i>), <i>fresh water</i> —as nouns; one word as adjectives. <i>Sea floor</i> is also <i>seafloor</i> as a noun in the American Heritage Dictionary, so certainly the adjective must be <i>seafloor</i> (except in lower grades, where using two words might be easier for young students). <i>Roller skate/r</i> (nouns), but to <i>roller-skate</i> , so to <i>roller-blade</i> ? [Whoops, watch out for “ <i>roller-blade</i> ” or “ <i>roller blades</i> ”—because the name is trademarked, <i>in-line skating</i> is preferred, which can mean changing the sentence wording to avoid awkwardness—always as risky with <i>roller-blading</i> as with <i>in-line skating</i> .] <i>Light bulb</i> is two

EXHIBIT 7.2

words. *Underwater* (*underwater cave*), *underground* (*underground chamber*), as adverbs and adjectives are closed up; also, *downtown*, *downriver*, and *undersea*.

We also have *backboard*, *surfboard*, *scoreboard*, *skateboard*, *circuit board*, *diving board*, *game board*, *board game* (but *boardgame* in Monopoly according to their website), *tagboard* (according to the Random House Dictionary of the English Language, 2nd Edition).

This is the standard way to write certain words and phrases:

- 1790s, the '80s (note the direction of the apostrophe)
- *eighteenth century*, *eighteenth-century architecture*
- *baby-sit*, *babysitter*, *baby-sitting*
- *back yard* (as a noun); however, many people prefer *backyard*, particularly recommended when the word is used as an adjective: *a backyard fence*, *garden*, or *tree house*
- *CDs*
- *fundraiser*, *sometimes fund-raiser*
- *teenager*
- *timeline*
- *T-shirt*
- *rain forest*, but has also been spelled correctly as *rainforest*
- *United States* (do not abbreviate, avoid possessive form)

statement

A truncated quotation from a passage should be called a "statement" rather than a "sentence," since the complete sentence, as the author wrote it, is not being used. (see **quotation**)

such as vs. like

Use *such as* instead of *like*. *Like* should be used only in similes. Do NOT use a comma if *such as* introduces information (often a single example) that is essential to the meaning of the sentence. Example: *Fruits such as apricots are higher in vitamin A than vegetables such as broccoli*. Use a comma to set off *such as* if it introduces information (often a list) that is nonessential/nonrestrictive to the meaning of the sentence. Example: *Fruits, such as apricots, pears, and bananas, are usually sweeter than green vegetables, such as broccoli, spinach, and zucchini*.

tense

Present tense is generally preferred. There may be some exceptions made when dealing with English as a Second Language, or with items accompanying nonfiction passages.

these

Use *Which of the following*. Do not use *Which of these...*; add a noun after *these* to add clarification. Example: *Which of these statements best describes the relationship between writer and editor?*

titled

(see **entitled**)

titles

Capitalize the initial letter of all words except internal articles *a*, *an*, *the*, prepositions of five letters or fewer, and conjunctions. Articles, chapters, etc., should be in quotation marks. Books, operas, ships, plays, games, etc. should be in italics. Note: If a scanned piece has the title in all lowercase or all capital letters, use initial capital letters when referring to the piece. Style varies when passage or poem title is part of art in RLA. Titles of tables and graphs should have each word begin with a capital letter except internal articles *a*, *an*, *the*, prepositions of five letters or fewer, and conjunctions.

toward

Should be spelled without the "s" (*towards* is the British version).

traveling

The preference is to use one "l" in *traveling*.

water

For spelling of words with *water*, see **spelling**.

EXHIBIT 7.2

what/which	<i>What</i> is used when there is only one possible answer. <i>Which</i> is used when there is more than one possible answer. <i>Which</i> is often used when the question asks which answer is the best. (see which of these best or best)
Which of...	Use <i>Which of the following...</i> Do not use <i>Which of these...</i> ?

Mathematics and Science

alignment	In math problems, align numbers by the decimal.
amendment	Capitalize the initial letter in each word and spell out amendments to the United States Constitution. Example: <i>Fourteenth Amendment</i> .
ampersand	Do not use (except when part of an original statistic, scan, or proper name. Example: <i>Arizona Department of Education & Early Development</i>).
A.M./P.M.	With figures, always use <i>a.m.</i> or <i>p.m.</i> (as in 8:45 <i>a.m.</i> or 3 <i>p.m.</i>). Otherwise, use small capital letters, except in chart titles (chart title example: <i>Traffic—A.M.</i>). [Page 136, #440 <i>The Gregg Reference Manual</i> , 10th Edition]
axis/axes	It's recommended to use the singular <i>axis</i> , rather than the plural <i>axes</i> . Examples: <i>Use x-axis and y-axis labels...</i> ; <i>Label each axis.</i> (see variables)
axis labels	On most graphs in math, each axis is labeled (boldface and initial capital letters) with the measurement information lowercase and enclosed in parentheses. The axis label should always be parallel to the side of the graph on which it appears. For the <i>y</i> -axis the label would always be placed vertically. In math and science, measurement info in parentheses should be consistent in choice to use (or not) the word <i>in</i> (... <i>in</i> feet,... <i>in</i> yards).
break in axis	A break looks like a squiggle on the axis. It is used to represent missing information which is not pertinent to the item. It is also used to shorten the graph. It may appear on the <i>x</i> -axis and/or the <i>y</i> -axis.
Celsius	<i>There should be no space between the number, the degree sign, or the symbol for Celsius (100°C). When using the symbol for Celsius (C) it should always be capitalized and regular font. The symbol is not italicized when used as a variable. (see degree symbol or Fahrenheit)</i>
cents symbol	(See dollar sign)
chart	Use <i>table</i> , do not use <i>chart</i> when referencing the art in a math item. Use sans serif font (Helvetica preferred). Within the text, words like <i>chart</i> , <i>table</i> , and <i>graph</i> should be lowercase unless the specific word actually appears in the title of the graphic. Examples: <i>Look at the 'Temperatures' chart below</i> or <i>Look at the 'Temperatures Chart' below</i> . When referring to the title of a chart, table, or graph in the text, the title should be in initial capital letters and enclosed in quotation marks, but also correct to refer to the chart as <i>the chart</i> . Example: <i>Look at the chart below</i> . Within the graphic, the title of a chart, table, or graph should be initial capital letters/small capital letters and boldface. Example: ECONOMIC INDICATORS (see table)
conversions	(see Mathematics Reference Sheet)
coordinate grids	In math, coordinate grids or an <i>x-y</i> grids should have both an <i>x</i> - and a <i>y</i> -axis, with the <i>x</i> -axis always appearing on the horizontal gridline and the <i>y</i> -axis always appearing on the vertical gridline. Both <i>x</i> and <i>y</i> should be italic, boldface. However, when used in a constructed-response item, students should be provided with a BLANK grid on which they must label the <i>x</i> - and the <i>y</i> -axis as part of the assessment.

EXHIBIT 7.2

coordinate points	Also known as ordered pairs. They are enclosed in parentheses and separated by a comma and a space. The first number represents an x-value and the second number represents a y-value. Example: (3, 1).
count	Use <i>count</i> , not <i>count up</i> ; also use <i>add</i> , not <i>add up</i> .
curve of best fit	In math, a curve of best fit can be a quadratic function, a cubic function, an exponential function, or a logarithmic function. A curve of best fit is a function that approximately models the data points on a scatter plot. A curve of best fit is used to approximate and estimate the relationship between x- and y-values of bivariate data (bivariate means involving two variables). The article <i>the</i> should not be used with a curve of best fit; otherwise there would be no other possible curves of best fit. (see line of best fit or function)
data	Generally a plural noun and takes a plural verb. Rewrites are recommended in those cases where there may be some confusion with the singular usage.
decimal point/dollars	If the question is about whether to use \$5 or \$5.00, we usually use \$5.00, partly for formality and clarity, and partly in case we need those decimal spaces for a problem. Example: <i>Add \$5.00 and \$3.94</i> . However, in order to avoid the serial decimal point and period, we might write <i>Add \$5 and \$8</i> .
decimals	Should be aligned. For decimal numbers less than 1, there must be a leading zero.
degree symbols	No space between the degree symbol and the F or C: Example: 15°C or Temperature (°F). Be sure symbol font is used, not a superscript letter “o.”
desalinization	Should not be <i>desalination</i> .
dice	Change to <i>number cube</i> .
digits	<i>Avoid beginning a sentence with a digit. If sentence is to begin with a number it generally should be spelled out.</i> Incorrect example: <i>9-inch cake pans are filled with dough.</i> Correct example: <i>Nine-inch cake pans are filled with dough.</i>
directional words	Use <i>below</i> when referring student to information or graphics. Do not use <i>above</i> and <i>below</i> in the same direction; it could be distracting and cause confusion. Additional directions are used when a student is asked to measure a figure— <i>Use the centimeter side of your ruler to help you solve the problem below</i> . <i>Following</i> may be used when referring to tables, passages or equations. Example <i>Read the following letter</i> . (see also below)
dollar sign	Depending on grade level, we use the dollar sign for formality and clarity (even for amounts less than a dollar: \$0.45 rather than 45¢). However, at grades 2 or 3 we’d probably use the cents mark for one- and two-digit amounts. (See also decimal point/dollars .)
draw a card	Wording should be <i>pull a card</i> .
Earth	In science, <i>Earth</i> will always be capitalized <u>except</u> when referring to earth as soil (the article “the” should not be used with the capitalized form).
ellipses (number lines)	In math, use a comma in a number sequence that will be followed by an ellipses (with a space between each ellipsis): 7, 6, 5, . . . When determining the next number in a number pattern, use ellipses for Grades 5, 6, 7, 8, and HS. For Grades 3 and 4, use a line for the next number in the pattern.
ellipses (sentences)	Ellipsis points are three dots (. . .), spaced, to show deleted material or a trailing off of thought. If the deletion occurs at the end of a sentence, add a period, then ellipses (. . . .) “Strange” marks like ellipses, slashes, and even colons and semicolons are best avoided

EXHIBIT 7.2

in tests, especially in the elementary grades. If a quotation must be used, and there must be an omission, it is best to ask for permission to show the quote without ellipses. When answer choices consist of phrases quoted from the stimulus, do not use ellipses before or after the quoted section. These are not formal quotations and should not be treated as such. If an edited quotation is unavoidable, don't use an ellipsis at the beginning of it (impedes readability). Do not use ellipsis points to end an open stem. Also note "Quotations" on pages 7 and 8 of this document.

end line	In math, an end line is a short line (8 points long) that indicates where a measurement line stops and starts. The end line should be centered perpendicularly to the measurement line. (see measurement lines)
equation	A mathematical sentence with an equal sign separating the two expressions that name the same number. There should be a space on each side of the sign(s) of operation. Example: $6x + 12 = 24$ (see signs of operation)
explain	In math, use: <i>Explain how you determined your answer.</i> A second sentence may be needed as a prompt: <i>You may use words, calculations, or diagrams in your explanation or Use words to explain how you solved this problem.</i>
Fahrenheit	There should be no space between the number, the degree sign, or the symbol for Fahrenheit (100°F). When using the symbol for Fahrenheit (F), it should always be a capital letter and regular size font. The symbol is not italicized when used as a variable. (see degree symbol or Celsius)
figures	In math, figures not drawn to scale should be accompanied by the text: Note: <i>The figure is <u>not drawn</u> to scale.</i> There should not be a period after Note: <i>The figure is <u>not drawn</u> to scale.</i> Figures should be drawn to scale unless doing so will cue the student to the correct response. If note is used, the art must be so completely out of proportion as to be misleading.
flash cards	Should be <i>cards</i> .
formula	A rule that is expressed as an equation.
fraction	Fractions should be indicated clearly. Numbers representing proportions and probabilities expressed in fraction-like form should be regular size font (12 points).
function	A function is a set of ordered pairs containing a domain and range. The x-values represent the domain and the y-values represent the range of the function. Each x-value is paired with only one y-value. There are different types of functions including linear, quadratic, cubic, exponential, and logarithmic. (see curve of best fit or line of best fit)
graphs	Graph and chart titles should be initial capital letters, boldface; headers and information in charts should be centered wherever possible; the headers should be initial capital letters, boldface (no screens). Graphs and charts generally should be titled, or provide lines on which student writes title. Initial capital letters labels outside of circle graphs. Equation lines should be a 1-point line while the axis lines should be a 0.5 line weight. All axes should be labeled with variables in italics. Generally, there will be NO bulleted list of reminders in math.
grids	All grid squares should be square. If student is to create a graph, the grid should be completely blank and the grid squares should measure a quarter inch. (see graphs)
inequality	A number sentence that states one quantity is greater than (>), greater than or equal to (≥), less than (<), or less than or equal to (≤), another quantity.
input-output machine	Hyphenate, do not use a slash. Lowercase.
italics	Book titles, names of ships, planes, etc., should be italicized. In mathematics, use lower case italics, not parentheses, for the unknown. Example: What is the distance <i>x</i> ? What is

EXHIBIT 7.2

the measure of angle z ? Punctuation used after italicized word generally is italicized. Note that punctuation used after italicized variable or numbers is not italicized in math—a thin space may be added to avoid crashing. (see **spacing**) Points at the vertices of a figure (or on vertex edge graphs) are capitalized and italicized. For more information, refer to pages 82-86, #285-291 of *The Gregg Reference Manual*, 10th Edition.

key	A key is used for interpretation of charts, maps, line graphs, stem-and-leaf plots, and circle graphs. Style and placement vary.
least/greatest	In items referring to numerical values, do not use littlest/biggest or smallest/largest.
Math	Use <i>mathematics</i> not <i>math</i> when referring to the subject/content.
Mathematics Reference Sheet	It contains basic mathematical formulas and equivalents for conversions. AIMS DPA for Grades 6, 7, and 8 have a one-page sheet; a two-page reference sheet is used for AIMS HS.
measurements	<i>ml</i> , <i>cm</i> , <i>ft</i> use no periods, but <i>in.</i> , <i>mi.</i> , and <i>oz.</i> do. Measurement lines must include both arrowheads and vertical hatch marks. Spell out in stems and answer choices; abbreviate in art.
Meters per second squared (m/s²)	Spell out <i>squared</i> when it is required that a symbol be written out. Avoid meters per second per second. Correct example: <i>Each second the speed of the train increases by 2 meters per second squared.</i> Incorrect example: <i>The speed of the train increases at a rate of 2 meters per second per second.</i>
months	In charts, graphs, and tables, 3-letter abbreviations are used for months of the year, with the exception of June and July, which should be spelled out if space permits. Consistency within a content area is the objective.
net	Net is the term used for a flattened drawing of a three-dimensional figure. Text wording should be <i>net is folded along the dashed segments</i> (not lines).
Note	(see figures) When <i>note</i> is used in math it should be contained in parentheses and initial capital letter. Example: (<i>Note: density = mass ÷ volume</i>)
Number (or Numbers)	When used as part of the directions, capitalize. Example: <i>Look at the chart. Then answer Numbers 1 through 3.</i> When referring to test items in the test book or directions, we usually use the word <i>Numbers</i> and <i>Items</i> — and sometimes in manuals for teachers or administrators. Also, depending on the grade level and reading ability, write <i>Answer Numbers 1 through 4</i> in the directions. At grades 2 or 3, write <i>Answer Numbers 1, 2, 3, and 4.</i>
number line	A line in which points are labeled as numbers in a one-to-one agreement.
numbers	Numbers less than 10 should be spelled out <u>except</u> in math items, lists of materials, charts/graphs/tables, and measurements. When two numbers appear together, we generally spell the first one and use a numeral for the second one. Example: <i>There are two 12-foot pythons.</i> But if the first of two numbers is a one, simply drop it. Example: <i>8-inch piece of string</i> (not <i>One 8-inch piece of string.</i>) For 4-digit numbers or more, many projects, but not all, use the comma (Example: <i>1,432</i>).
numerals	We generally use numerals rather than spelling out the number in math problems. However, we do not use numerals at the beginning of a sentence or where the numeral/number is non-essential to the solution of the problem. For example, we might say <i>Four blocks from the house we found 3 kittens and 2 puppies in a box. How many animals were there in all?</i> Note that the number is spelled out at the beginning of a sentence <u>and</u> we don't confuse the student by using the unnecessary identifier of 4 blocks, which could

EXHIBIT 7.2

make the student believe this number is a necessary part of finding the solution to the problem being presented.

patterns	For mathematical patterns, use underscores at grades 3 and 4 to indicate the next elements in the pattern that the student is asked to identify (number of underscores equals the number of next elements asked for in the item). For grades 5–10, use ellipses in the stem to indicate the continuation of a pattern; items may ask either for the next element(s) or the <i>n</i> th element in the pattern, depending upon the item specifications and assessment limits. (Example: <i>What are the next three numbers in the pattern below? 2, 5, 8, 11, __, __, __; What is the 10th element if the pattern below continues? 2, 5, 8, 11, . . .</i>). All this said, this style might be more relevant to CR (constructed-response) than SR (selected-response) items, and many Content Development people prefer to be sure that any “empty” space that pertains to an answer has a question mark set in it to discourage students from writing in an answer and forgetting to bubble it.
percent	If answer choices involve percents, the percent sign must appear after each number unless it is expressed as a decimal.
percentage	Do not use <i>percentage</i> ; use <i>percent</i> instead. (see percent)
point	Do not capitalize. Example: <i>Draw a line to point M.</i>
prime factor	A factor of a number when the factor of itself is a prime number— Example: $42 = 2 \times 3 \times 7$; 2, 3, and 7 are all prime numbers (see prime number)
prime number	A natural number greater than 1 that has no factors other than 1 and itself—Example: 2, 3, 5, 7, 11, 13, 17, 19, 23, . . . (see prime factor)
probability	Should be full-size, not in reduced type size for fractions. Probability is sometimes expressed in decimals or percents. (see fraction or decimals)
proportions	A statement of equality between two ratios often expressed as a fraction or separated by a colon. A proportion expressed as a fraction should be regular-size font. (see fraction)
protractor	Use the protractor icon in addition to the prompt. Text should read: <i>Use the protractor to help you solve this problem.</i>
radicals	Answer choices expressed in radical form should also be given as decimals (two decimal places). A squiggly equals sign (\approx) denotes the approximate equivalence.
ratio	The quotient of two numbers. Example: 3:1 [Style Editors – There should be a thin space on either side of the colon.]
rounding	In asking students to round an answer in mathematics, use two sentences; the second sentence begins, <i>Round the answer to the nearest...</i> Example: <i>What is the volume of the silo? Round the answer to the nearest cubic centimeter.</i>
ruler	Use the ruler icon in addition to the prompt. Text should read <i>Use the centimeter side of your ruler this problem.</i> Ruler should be to scale.
scatter plot	Two words. A type of graph on which points are plotted on the coordinate grid and are unconnected. (see curve of best fit or line of best fit)
stem-and-leaf plot	A stem-and-leaf plot (always hyphenated) is a type of chart representing a list of numbers. The numbers on the stem-side of the plot represent the tens place and the numbers on the leaf-side of the plot represent the ones place. Each plot will have a key shown at the right-hand base of the plot.
scientific notation	The representation of a number as a decimal number between 1 and 10 that is multiplied by the power of 10. For example, 9.0563×10^4 would equal 90,563. Please note that the decimal number can't exceed one digit.

EXHIBIT 7.2

superscript	Don't use for 1 st , 2 nd , 3 rd , etc.; instead, use 1st, 2nd, 3rd, etc. Use only when dealing with negative signs, exponents, and variable exponents. Example: -4 , 4^2 , or 4^x . When referring to dates, use September 1, etc.
variables	Variables are symbols for missing numbers in an equation and are also used as axis symbols. Variables should always be lowercase and italicized.
workbox (math)	Constructed-response items in mathematics will provide a workbox if students are to show their work. The size of the box should be appropriate for the item, but should not be less than 3 in. tall. An answer line will be provided in the bottom right corner of the box when needed. If the item asks for a specific measurement, then the line should be followed by <i>inches</i> , <i>centimeters</i> , the symbol or the word <i>percent</i> , etc. If the item asks for a specific dollar amount, the dollar sign would be placed one space after the colon.
x-value	The horizontal axis on a graph represents the x-values. The x-variable should be italic and x-value should be hyphenated.
y-value	Use the same style as the x-value.

Reading

convince/persuade	Conventional usage has established <i>convince... that</i> (or <i>convince...of</i>) as correct when influencing someone's beliefs or opinions. Never link <i>convince</i> with an infinitive. Example: <i>She convinced the students that they ought to do their homework.</i> Example: <i>As a result of her influence, they believed that homework was something that ought to be done, regardless of whether they actually did it or not.</i>
ellipses (sentences)	Ellipsis points are three dots (. . .), spaced, to show deleted material or a trailing off of thought. If the deletion occurs at the end of a sentence, add a period, then ellipses (. . . .) "Strange" marks like ellipses, slashes, and even colons and semicolons are best avoided in tests, especially in the elementary grades. If a quotation must be used, and there must be an omission, it is best to ask for permission to show the quote without ellipses. When answer choices consist of phrases quoted from the stimulus, do not use ellipses before or after the quoted section. These are not formal quotations and should not be treated as such. If an edited quotation is unavoidable, don't use an ellipsis at the beginning of it (impedes readability). Do not use ellipsis points to end an open stem. Also note "Quotations" on pages 7 and 8 of this document.
excerpts	In RLA, use boldface, align with stem and answer choices. (see quotes)
italics	Book titles, names of ships, planes, etc., should be italicized. In mathematics, use lower case italics, not parentheses, for the unknown. Example: What is the distance <i>x</i> ? What is the measure of angle <i>z</i> ? Punctuation used after italicized word generally is italicized. Note that punctuation used after italicized variable or numbers is not italicized in math—a thin space may be added to avoid crashing. (see spacing) Points at the vertices of a figure (or on vertex edge graphs) are capitalized and italicized. For more information, refer to pages 82-86, #285-291 of <i>The Gregg Reference Manual</i> , 10th Edition.
language	Even if a passage is written in an informal tone, use standard written English as the basis for reading items. Avoid contractions, colloquial expressions, and casual word usage.
latitude	According to the National Geographic Society this is how we should write varying degrees of latitude (and longitude): <i>I am standing outside at 35°N latitude, and it is July.</i>

EXHIBIT 7.2

I am standing outside at 40°S latitude, and it is August. (Use this for more advanced students.)

Note: There is no space between the numbers, degree sign, and “N” or “S.” East and west are longitudinal and south and north are latitudinal.

line	Use lowercase when referring to lines of poetry. Example: <i>What is the dominant tone in lines 6–12?</i>
months	In charts, graphs, and tables, 3-letter abbreviations are used for months of the year, with the exception of June and July, which should be spelled out if space permits. Consistency within a content area is the objective.
passage	This is a reading selection presented as the basis for assessment of reading comprehension and writing skills. The passage may be a complete short story, article, essay, or poem, or an excerpt from a longer written work. For passages and items for new development, use the appropriate identification of <i>poem</i> , <i>letter</i> , <i>application</i> (if standalone), and <i>flyer</i> when referring to the reading passage. Use <i>passage</i> for everything else (e.g., story, article) For grades 3 through 6, if an excerpt from a longer work is used, refer to it as a <i>passage</i> . For grades 7 through 10, refer to it as an <i>excerpt</i> in the introductory text, but then use <i>passage</i> in the item directions and stems.
persuade	Conventional usage has established <i>persuade . . . to</i> as correct when influencing someone to take action. The word <i>persuade</i> is most commonly followed by an infinitive. Example: <i>She persuaded the students to do their homework</i> (i.e., <i>As a result of her influence, the students actually did their homework.</i>). (see also convince)
résumé	Use the French spelling to avoid confusion with <i>resume</i> (note there are two accents).
stanza	Refer to a stanza as lines. Example: <i>What is the dominant tone in lines 6–11?</i>
story/article/poem/ excerpt/passage	For passages and items for new development, use the appropriate identification of <i>poem</i> , <i>letter</i> , <i>application</i> (if standalone), and <i>flyer</i> when referring to the reading passage. Use <i>passage</i> for everything else (e.g., story, article) For grades 3 through 6, if an excerpt from a longer work is used, refer to it as a <i>passage</i> . For grades 7 through 10, refer to it as an <i>excerpt</i> in the introductory text, but then use <i>passage</i> in the item directions and stems.
United States States.	Spell out, do not abbreviate. Do not use <i>our</i> to refer to society or country; use United States.

Stems and Answer Choices

answer	Generally we avoid using <i>do</i> . Use <i>answer</i> consistently in the directions (as in <i>Then answer Numbers 1 through 9.</i>).
answer choices (ACs)	(1) Generally these are stacked vertically; in exceptions, ACs may cross page or A is aligned over B and C over D. Usually, one-word ACs are in alphabetical order. (2) ACs should be ordered from short to long. (3) Numerical ACs or dates will be in ascending, sequential order. (4) In Reading, certain research questions and bibliography related questions or materials can be placed in alphabetical order. (5) References to lines of poems or text would be in sequential order. (6) Numbers should be right-aligned in AC column (except with decimals and operational signs). (7) All answer choices should be regular font.
answer choice capitalization	Incomplete sentences in the answer choices are not capitalized (except for proper

EXHIBIT 7.2

adjectives or nouns). (see also **imperatives**)

answer choice designators

Vertical configuration: ABCD left-align letters, boldface, no period. (see also **letter designators**)

based on

An item that asks the student to choose an appropriate description of a character in a passage may use *Based on...* since the choice of description will be determined on the basis of the information given in the passage. However, an introductory *based on* must modify the subject of its sentence, so *based on* should be followed by an imperative such as *choose* (subject understood). Often this phrase should be changed to *according to*. Use: *According to the passage . . .* if the student is asked to refer to a passage or stimulus to determine a response. It is incorrect to say *Based on the passage, which battles were fought in the South?* since the battles were not actually fought there on the basis of what is now written in the passage.

be like/feel like

Rewrite stems to avoid these colloquial expressions whenever possible. Incorrect example: *What would it feel like to be on this journey?* and *Explain what it would be like to meet him for the first time.*

below

Use: ____ *is shown below*. Never use: *Below is* ____.

best

Use in stem if there is one true answer and at least one incomplete distracter or if other, reasonable correct answers could exist but are not presented. If there is only one factually correct answer (and no distracters could be correct), eliminate *best*. (Example: *Which of these best states the theme of the story?* versus *Who was the President of the United States in 1860?*)

Be sure to

For constructed-response items that are scored for specific elements, students should be provided with a bulleted list of reminders that correspond with the elements addressed by the scoring rubric. Example:

Be sure to use

- *all the parts and format of a business letter*
- *an appropriate tone*
- *complete sentences*
- *correct grammar, spelling, punctuation, and capitalization*

(In RLA extended-response questions, this may read *Be sure to...*)

boldface

Boldface text should be used for emphasis only. Do not boldface stems. (see also **quotations** and **emphasis**)

brand names

Avoid the use of brand names such as Kleenex and Band-Aid in test items.

complete

Use: *Complete the chart on Page 3*. Do not use: *Do the chart on Page 3*.

copy

Do not use—use *write*. Example: *Write the definition on the board*.

describe

Describe is overused and should be used only when student is asked to clarify one correct answer. *Describe* should ask for a characteristic/trait of an item and not a conclusion.

emphasis

Sometimes words require additional emphasis. It might be better to avoid this; otherwise, use **bold font** to emphasize key words (*best*, *least*, *most*, *not*, *except*, as well as *and*, *at least*, and *or* in math). Example: *Which of these **best** describes . . .*; emphasis phrases that are two words (e.g., most likely) should boldface only the word *most*. If headings from the passage are boldface, then when the headings are used as options, they should be boldface (reference: AZID 3301567)

following

Do not use *in the following*. Use *below* instead. Examples: *Look at the chart above*. *Look at the chart below*. With occasional exceptions in math, do not use *Look at the chart shown below*; *shown* is redundant. And do not use: *on the following page*. Use the page number

EXHIBIT 7.2

instead. Example: *Read the directions on Page 3 of your test book. Use the following when desired in directions. Example: What is the sum of the following equation?*

imperatives

Some answer choices look like imperative sentences but are actually continuations of infinitives or subject-helping verb combinations set up by the syntax of the stem. Rarely, a stem will require actual imperative sentences for its answer choices.

Examples:

What step in the directions should Bill follow first . . . ?

- Turn right on Maple Street.
- Go straight for two miles.
- Turn left on Oak Street.
- Stop at Hill Road.

Usually the answer choices will be understood infinitives:

What is the best way for Bill to . . . ?

- [to] turn right on Maple Street
- [to] go straight for two miles
- [to] turn left on Oak Street
- [to] stop at Hill Road

Or the answer choices will have a grammatically understood subject and helping verb carried over from the stem:

What should Bill do . . . ?

- [He should] turn right on Maple Street
- [He should] go straight for two miles
- [He should] turn left on Oak Street
- [He should] stop at Hill Road

key words

(see **emphasis**)

not

When using as an emphasis word, underline. When emphasizing *cannot*, the word must be separated into two words: *can not*. If possible, the use of *not* in the stem should be avoided. Never use a negative (such as *not*) in the stem and in the distractors of the same item.

passage

This is a reading selection presented as the basis for assessment of reading comprehension and writing skills. The passage may be a complete short story, article, essay, or poem, or an excerpt from a longer written work. For passages and items for new development, use the appropriate identification of *poem*, *letter*, *application* (if standalone), and *flyer* when referring to the reading passage. Use *passage* for everything else (e.g., story, article) For grades 3 through 6, if an excerpt from a longer work is used, refer to it as a *passage*. For grades 7 through 10, refer to it as an *excerpt* in the introductory text, but then use *passage* in the item directions and stems.

patterns

For mathematical patterns, use underscores at grades 3–5 to indicate the next elements in the pattern that the student is asked to identify (number of underscores equals the number of next elements asked for in the item). For grades 6–10, use ellipses in the stem to indicate the continuation of a pattern; items may ask either for the next element(s) or the *n*th element in the pattern, depending upon the item specifications and assessment limits. (Example: *What are the next three numbers in the pattern below? 2, 5, 8, 11, __, __, __;* *What is the 10th element if the pattern below continues? 2, 5, 8, 11, . . .*). All this said, this style might be more relevant to CR (constructed-response) than SR (selected-response) items, and many Content Development people prefer to be sure that any “empty” space that pertains to an answer has a question mark set in it to discourage students from writing in an answer and forgetting to bubble it.

EXHIBIT 7.2

percent	If answer choices involve percents, the percent sign must appear after each number unless it is expressed as a decimal.
quotations	<p>In stems, sentences that are quoted from passages should be in boldface type and should be indented. Use the complete word <i>quotation</i>, not the abbreviated <i>quote</i>. Quotations from another source, presented as a stimulus to an item, should be set in regular type/font in a drop-shadow box under the item stem. The attribution is set under the quotation, right-aligned and preceded by an em dash. Quotations referred to as such must be direct quotations from the passage with no paraphrasing. Quotations from a passage may be set as follows:</p> <ul style="list-style-type: none"> • in stems: boldface type placed between <i>Read this sentence from the passage</i> and the actual stem, both set in regular type • in ACs: enclosed in quotation marks, set in regular type • in charts: either boldface (in headings) or regular, with no quotation marks <p>If it has been decided to truncate a quoted sentence, leaving it still a complete thought, ellipses do NOT have to be added to the beginning or ending of the quotation; however, ellipses must be used to indicate words deleted from the middle of a sentence. Examples: The sentence, <i>She thought that he could have waited a little longer before calling in the others</i>, could be shortened in all the following ways:</p> <ul style="list-style-type: none"> • <i>He could have waited a little longer before calling in the others</i> (deleting the first part of the original sentence). • <i>She thought that he could have waited a little longer</i> (deleting the last part of the original sentence). • <i>She thought that he could have waited . . . before calling in the others</i> (deleting a phrase from the middle). <p>If a quotation has been shortened by deleting the beginning, it may be capitalized as if it were the complete quotation. A truncated quotation, which is NOT an exact complete sentence from the passage, should be referred to in directions as <i>the statement</i> rather than <i>the sentence</i> to avoid the implication that the quotation is being given in full. Example: <i>Read this statement from the article.</i></p> <p>When identifying the title of the passage in the stem, quotation marks should be used around the title. For more information, refer to page 70, #243 of <i>The Gregg Reference Manual</i>, 10th Edition.</p>
radicals	Answer choices expressed in radical form should also be given as decimals (two decimal places). A squiggly equals sign (\approx) denotes the approximate equivalence.
show	<i>This characteristic shows</i> is better than, say, <i>demonstrates</i> . Also <i>Which of the diagrams shows how electrical charges work?</i> If there are only a few diagrammatical ways of showing something and the answer is one of them, then <i>show</i> is correct. If there are many ways, then the diagram might just be an example of something. <i>Illustrates</i> functions with ACs as graphs of info in the stem. Graphs can <i>represent</i> something.
shown	Use <i>shown</i> to draw attention to diagrams and art, as in <i>The results of the hair-brushing survey are shown below.</i>
stem	Should be in regular type.
stimulus	A chart, short paragraph, or piece of art that provides information as a basis for items. For study skills items, stimuli may be representations of tables of contents, indexes, bibliography/works, cited pages, dictionary entries, etc.
story/article/poem/ excerpt/passage	For passages and items for new development, use the appropriate identification of <i>poem</i> , <i>letter</i> , <i>application</i> (if standalone), and <i>flyer</i> when referring to the reading passage. Use <i>passage</i> for everything else (e.g., story, article) For grades 3 through 6, if an excerpt from

EXHIBIT 7.2

a longer work is used, refer to it as a *passage*. For grades 7 through 10, refer to it as an *excerpt* in the introductory text, but then use *passage* in the item directions and stems.

these	Use <i>Which of the following</i> Do not use <i>Which of these...</i> ; add a noun after <i>these</i> to add clarification. Example: <i>Which of these statements best describes the relationship between writer and editor?</i>
true about	<i>Which of these is true about a quadrilateral?</i> Better than <i>describes</i> when referencing multiple possibilities. But when the answer is an example, then the word <i>example</i> should be used.
underlines	Use for words referred to as words. Items with a words to be defined that are above the grade level and words which have multiple meanings should be underlined. For Grade 3, in addition to words to be defined and multiple meaning words, when contractions or words with affixes are identified for meaning, they should be underlined. The word should be underlined in the passage when the associated item is present in the test. Definition example #1: <i>The word <u>carefully</u> as used in the passage means – ?</i> Definition example #2: <i>What is the meaning of <u>principle</u> as it is used in this sentence?</i>
webs	Information contained in a web organizer must be lower case. Proper nouns and the first letter of the web's center information should begin with capital letters.
what/which	<i>What</i> is used when there is only one possible answer. <i>Which</i> is used when there is more than one possible answer. <i>Which</i> is often used when the question asks which answer is the best. (see which of these best or best)
Which of...	Use <i>which of the following...</i> Do not use <i>Which of these...</i> ?

Test Manual/Booklet [Test Vendor's Applications]

acknowledgment lines	These show that the vendor's Permissions Department has obtained permission from the holder of a copyright to use the piece indicated, permitting the reprinting of the already published works that appear in a test (with certain limitations). If art pulled from any source other than the item writer's imagination accompanies items, those source materials must be indicated (minimum of: the title of piece, source material, publisher, and date). To facilitate online entries, it may be best to use ©. (see also permissions)
answer rule(s)	(1) For constructed-response items that require a written response, students are provided with lines on which to write. (2) The number of lines varies depending on the intended length of the response. (3) Each line should be the width of the page (within prescribed margins), generally 44 picas in length, and a 0.5 point line weight. (4) A small answer rule may also appear in the student workbook section. This rule is also 0.5 point line weight with the length of the line depending on the desired length of the student response. Most often this is a short rule, one-quarter the size of the workbook. (see workbox)
AIMS	Arizona's Instrument to Measure Standards
blank page	The page text should read <i>Do Not Mark on This Page</i> in reversed-out type.
brief constructed-response (BCR)	BCR items require a shorter written response (worth a set number of points). The number of rules and length of the workboxes may vary with the type of brief response, but should be consistent within a type. BCRs are also known as SCRs (short constructed-response). (see also constructed-response)

EXHIBIT 7.2

byline	Should be lowercase. Example: <i>Title</i> , by So-and-So. However, in some contracts, poems (for example) do not use <i>by</i> ; instead, name is under poem and to the right, preceded by an em-dash (Example: —Diane DiPrima). Last letter of name should align with last letter of longest line of poem.
constructed-response (CR)	<p>When constructed-response items are presented in parts, the parts could be identified by number, parentheses, rules, PART A, PART B, etc. A sufficient number of rules should be provided in the student test book or student answer book for writing a complete, exemplary response. When a constructed-response item asks for more than one response (<i>Give two ways...</i>), provide a numbered line (or lines) for each response.</p> <p>Example:</p> <p>1) _____</p> <p>2) _____</p>
copyright line	The inside front cover must include the vendor's logo and copyright line. In AIMS, an additional sentence is needed for the vendor-owned items (including but not limited to the norm-referenced test items) giving item numbers and vendor's © date. Since lines may be changed at any time, copyright lines are applied for and obtained from the Legal Department by Development for each new printing. A copy of the acknowledgement page must be submitted to Permissions concurrently with QA submission. (See also IFC and Web publication.) Back cover includes vendor's logo and contact information.
Directions	Generally, we do not use the word <i>Directions</i> for discrete items. Directions for item sets should precede the set and be full-width on the test book page. Use initial capital letter, boldface, lowercase. Align directions, stem(s), and letter designators. Flush left with no punctuation. Font face and size for the word <i>Directions</i> vary.
DPA	Dual Purpose Assessment, found only in AIMS grades 3-8.
Do Not Mark Page	The page text should read <i>Do Not Mark on This Page</i> in reversed-out type. (see blank page)
extended constructed-response (ECR)	For ECR items, rules for written responses generally should fill the page (with accepted specs for width, number of lines on a page, weight of lines, and spacing between lines). (see also brief constructed-response and long constructed-response or Writing test)
facing-page issues	<p>Watch for pages that should face each other because of the work the student must do; as much as possible, we want to avoid making the student flip back and forth between pages. For example, stimuli and items should be on facing pages in a 2-page spread. If a constructed-response item is two pages it MUST be placed on facing pages. In some circumstances, there may be three pages.</p> <p>If Development has determined that certain pages must be left and right pages (facing each other) of an open test book, a blank or Do Not Mark page may be added to ensure the desired layout. (See also blank/Do Not Mark page.)</p>
fonts	Fonts vary for various reasons.
Go On indicators	Go On indicators should be placed at the bottom on the right-hand page and on the left-hand page and above the footer line.
icons	A small symbol such as a ruler, protractor, or book placed diagonally before the stem to alert the student that the item requires a specific tool or will be scored in a particular way.
IEP	Individualized Education Program
leading	Pronounced led-ing, this is the typical space between the lines of text in a document. When fractions are used in text, the leading will increase to accommodate for the size of

EXHIBIT 7.2

the fraction. The leading between lines in a paragraph must be of equal width. (see **fraction**)

LEP Limited English Proficient

line(s) Measurement lines must include vertical hatch marks and arrowheads only when indicated. If a number line shows an inequality, the inequality line should be a heavier rule (1pt) than the number line (0.5 pt).

line breaks Do not break a number or digit from the object it modifies. Do not break names, dates, or leave a word on a line by itself. (see **widow**)

line of best fit The line of best fit is a straight line that approximately models the data points on a scatter plot. There can only be one line of best fit, which is used for approximating the points on a line. There is a margin of acceptance for the line of best fit drawn on a graph. The process of finding and applying the line of best fit is called linear regression. (see **function** or **curve of best fit**)

make-up testing When referring to testing that needs to be made up, use the hyphenated word. For more information, refer to pages 225-229, #813-817 of *The Gregg Reference Manual*, 10th Edition.

manipulatives Manipulatives (*punch-out rulers and protractors*) are referred to by name in test books and test administration manuals. Example: *Use your ruler to help you solve the problem below.*

manuals Manuals should employ checklists, open visual space, reminders to the teacher in the margins, and symbols for "SAY," timing, and calculator restrictions. [Sample items from the test should not appear in the manual. Sample items should all have the same position for the correct answer to simplify scripting in the manuals.]

measurements *ml, cm, ft* use no periods, but *in., mi., and oz.* do. Measurement lines must include both arrowheads and vertical hatch marks. Spell out in stems and answer choices; abbreviate in art.

measurement lines These are used to illustrate height, length, or distance in art. This line should be 0.5 point line weight with end lines 8 points long centered perpendicularly at the end of each measurement line. The end line should also be 0.5 point line weight. In geometric figures of new development items, measurement lines should be deleted if they crash. (see **end line**)

Meters per second squared (m/s²) Spell out *squared* when it is required that a symbol be written out. Avoid meters per second per second. Correct example: *Each second the speed of the train increases by 2 meters per second squared.* Incorrect example: *The speed of the train increases at a rate of 2 meters per second per second.*

minus signs Should be clearly differentiated from negative signs. Example: 3 - 6 (*minus*) and -6+ 3 (*negative*)

negative sign Negative sign should be at middle of number, resembling a minus sign. Negative sign is closed up to number with only a hair space to clear. A minus sign (operator) has a space before and after.

negative signs Should be superscripted

Note (see **figures**) When *note* is used in math it should be contained in parentheses and with the initial capital letter. Example: (*Note: density = mass ÷ volume*)

Number (or Numbers) When used as part of the directions, capitalize. Example: *Look at the chart. Then answer Numbers 1 through 3.* When referring to test items in the test book or directions, we usually use the word *Numbers* and *Items* among editors—and sometimes in manuals for teachers

EXHIBIT 7.2

or administrators. Also, depending on the grade level and reading ability, we would write *Answer Numbers 1 through 4* in the directions. At grades 2 or 3, we probably would say *Answer Numbers 1, 2, 3, and 4*.

of	Use instead of <i>in</i> . Example: <i>Turn to page 18 of your Test Book</i> .
ordinals	In dates, do not use the “th” that is heard in speech: <i>May 15, June 23</i> . Spell out the ordinal number for a century: <i>tenth century, nineteenth century, etc.</i> For more information, refer to page 124, #407 of <i>The Gregg Reference Manual</i> , 10th Edition.
page	AIMS uses <i>Page</i> in reference to a page number. Example: <i>Turn to Page 34 of the test book</i> . When referring to two pages, use <i>and</i> . Example: <i>Look at Pages 4 and 5 of your test book</i> . When referring to three or more pages, use <i>through</i> . Example: <i>Read “Desert Animals” on Pages 7 through 10 of your test book</i> .
page number	Page numbers should be located in the footer and at the bottom right corner on the right-hand pages and on the left corner on left-hand pages. A solid line should appear across bottom of the page to indicate the footer. Content area should be located in the center of the footer.
pair	For multiple-choice items, <i>pair</i> should be used as a singular noun when referring to answer choices made up of two similar items.
passage	This is a reading selection presented as the basis for assessment of reading comprehension and writing skills. The passage may be a complete short story, article, essay, or poem, or an excerpt from a longer written work. For new-development items, use <i>passage</i> to refer to an excerpt from a longer work. Otherwise, use the specific genre such as <i>story, article, essay, poem, etc.</i> <i>Passage</i> may also be used generically to refer to a reading selection that is not identified by genre.
passage columns	Passages should be in a two column format except for when otherwise noted (e.g., letters, applications, flyers).
patterns	For mathematical patterns, use underscores at grades 3–5 to indicate the next elements in the pattern that the student is asked to identify (number of underscores equals the number of next elements asked for in the item). For grades 6–10, use ellipses in the stem to indicate the continuation of a pattern; items may ask either for the next element(s) or the <i>n</i> th element in the pattern, depending upon the item specifications and assessment limits. (Example: <i>What are the next three numbers in the pattern below? 2, 5, 8, 11, __, __, __;</i> <i>What is the 10th element if the pattern below continues? 2, 5, 8, 11, . . .</i>). All this said, this style might be more relevant to CR (constructed-response) than SR (selected-response) items, and many Content Development people prefer to be sure that any “empty” space that pertains to an answer has a question mark set in it to discourage students from writing in an answer and forgetting to bubble it.
Performance Standards	Used by vendor’s Test Development to characterize the item and the steps necessary for student assessment. [ADE does not use this term – <i>Performance Objectives</i> are the skills for which the item is based.]
permissions	The vendor makes a diligent effort to obtain permissions for use of all primary source materials, including those not in text. For example, we need to obtain permissions for photographs and political cartoons, and many maps, charts, and graphs.
protractor	Use the protractor icon in addition to the prompt. Text should read: <i>Use the protractor to help you solve this problem</i> .
quotations	In stems, sentences that are quoted from passages should be in boldface type and should be indented. Use the complete word <i>quotation</i> , not the abbreviated <i>quote</i> . Quotations from another source, presented as a stimulus to an item, should be set in regular type/font in a

EXHIBIT 7.2

drop-shadow box under the item stem. The attribution is set under the quotation, right-aligned and preceded by an em dash. Quotations referred to as such must be direct quotations from the passage with no paraphrasing. Quotations from a passage may be set as follows:

- in stems: boldface type placed between *Read this sentence from the passage* and the actual stem, both set in regular type
- in ACs: enclosed in quotation marks, set in regular type
- in charts: either boldface (in headings) or regular, with no quotation marks

If it has been decided to truncate a quoted sentence, leaving it still a complete thought, ellipses do NOT have to be added to the beginning or ending of the quotation; however, ellipses must be used to indicate words deleted from the middle of a sentence. Examples: The sentence, *She thought that he could have waited a little longer before calling in the others*, could be shortened in all the following ways:

- *He could have waited a little longer before calling in the others* (deleting the first part of the original sentence).
- *She thought that he could have waited a little longer* (deleting the last part of the original sentence).
- *She thought that he could have waited . . . before calling in the others* (deleting a phrase from the middle).

quotations

(continued) If a quotation has been shortened by deleting the beginning, it may be capitalized as if it were the complete quotation. A truncated quotation, which is NOT an exact complete sentence from the passage, should be referred to in directions as *the statement* rather than *the sentence* to avoid the implication that the quotation is being given in full. Example: *Read this statement from the article.*

ratio

The quotient of two numbers. Thin space around colon ratio.

résumé

Use the French spelling to avoid confusion with *resume* (note there are two accents).

rivers

River names and bodies of water should be italicized on maps and initially capped in text.

ruler

Use the ruler icon in addition to the prompt. Text should read *Use the centimeter side of your ruler to help you solve this problem.* Ruler should be to scale.

Scannable Document Standards

When dealing with machine-scored tests, please refer to the Scannable Document Standards provided by the Scoring Department.

Score Points

(bf, no ul) single-space the responses, use bullet, then tab space, then text (no boldface).

sentence

When referring to sentences of student writing samples in Revision in Context (RC) sets, use initial capital letter. Refer to sentences using cardinal numbers. Example: *Which of these is the correct way to write the underlined part of Sentence 3?*

sentence structure

Specialized sentence structure is used for items requiring answers expressed in units. Example: *What is the length, in centimeters, of Rosa's shoe?*

slashes

Do not use slashes in test directions or stems. In items that quote poetry, if more than one line must be run together on a single line of text, slashes are needed to indicate divisions between the lines of poetry. Be sure to insert a space before and after the slash.

smart quotes

All quotation marks (and apostrophes) should be "smart quotes," not the straight, ditto mark style.

spacing

There should be a space between numeral and measurement unit in art ("20 ft").

stem

Should be in regular type.

EXHIBIT 7.2

stimulus	A chart, short paragraph, or piece of art that provides information as a basis for items. For study skills items, stimuli may be representations of tables of contents, indexes, bibliography/works, cited pages, dictionary entries, etc.
Student ID label	Should be placed in the front cover.
superscript	Don't use for 1 st , 2 nd , 3 rd , etc.; instead, use 1st, 2nd, 3rd, etc. Use only when dealing with negative signs, exponents, and variable exponents. Example: -4 , 4^2 , or 4^x . When referring to dates, use September 1, etc.
TAS	Total Art Space—this refers to the total vertical space that must be provided for insertion of art between, for example, the bottom of the preceding stem and the ACs that will follow the art. This measurement is generally provided in picas and/or points.
total art space	(see TAS)
underlines	Use for words referred to as words. Items with a words to be defined that are above the grade level and words which have multiple meanings should be underlined. For Grade 3, in addition to words to be defined and multiple meaning words, when contractions or words with affixes are identified for meaning, they should be underlined. The word should be underlined in the passage when the associated item is present in the test. Definition example #1: <i>The word <u>carefully</u> as used in the passage means – ?</i> Definition example #2: <i>What is the meaning of <u>principle</u> as it is used in this sentence?</i>
Universal Design	<p>The Principles of Universal Design must provide guidance for test and item development. The seven elements of Universal Design for assessments:</p> <ul style="list-style-type: none">• Inclusive Assessment Population• Precisely Defined Constructs• Accessible, Non-biased Items• Amenable to Accommodations• Simple, Clear, and Intuitive Instructions and Procedures• Maximum Readability and Comprehensibility• Maximum Legibility <p>The six Universal Design guidelines for item development:</p> <ul style="list-style-type: none">• Items measure what they are intended to measure.• Items respect the diversity of the assessment population• Items have a clear format for text.• Items have concise and readable text.• Items allow changes to format without changing meaning or difficulty.• The test has an overall appearance that is clean and organized. <p>[National Center on Educational Outcomes, 2002]</p>
variables	Variables are symbols for missing numbers in an equation and are also used as axis symbols. Variables should always be lowercase and italicized.
Web publication	When a test or document is to be published on the Web, there must be a special copyright line on the inside front cover and a small line placed on each page. The test items on the Web cannot be used again; they are void once they appear on the Web. (see IFC or copyright line)
Web site	We often see <i>Website</i> in source material (usage seems to be in some flux these days, but unless quoting those sources, <i>Web site</i> is the current preferred style by the vendor). For more information, refer to page 118, #365 of <i>The Gregg Reference Manual</i> , 10th Edition.

EXHIBIT 7.2

widow	A widow is any word of four or fewer letters that is left hanging by itself at the start of a new line. The word should be moved up to the previous line or a new break should be set so that the word is not by itself on the line. (see line breaks)
workbox (math)	Constructed-response items in mathematics will provide a workbox if students are to show their work. The size of the box should be appropriate for the item, but should not be less than 3 in. tall. An answer line will be provided in the bottom right corner of the box when needed. If the item asks for a specific measurement, then the line should be followed by <i>inches</i> , <i>centimeters</i> , the symbol or the word <i>percent</i> , etc. If the item asks for a specific dollar amount, the dollar sign would be placed one space after the colon.
Writing test	<p>Some projects have writing tests with directions that may read as follows:</p> <p>Example (may change for ECRs):</p> <p><i>Read the information below. Then answer Number 49.</i> (info, item number and stem)</p> <p><i>Be sure to use:</i></p> <ul style="list-style-type: none">• <i>specific reasons and details</i>• <i>a clear organizational structure</i>• <i>effective and appropriate word choice</i>• <i>correct grammar</i> <p><i>NOTE: Please do not sign your name.</i> (rules: 2.5 pages)</p>
x-value	The horizontal axis on a graph represents the x-values. The x-variable should be italic and x-value should be hyphenated.
y-value	Use the same style as the x-value.

Miscellaneous

art	<p>(1) Usually, placement should be between item introduction and stem. (2) Art should be centered in column with a bumper of 4 picas TAS (total art space), 2 picas above and 2 below the art. (3) In item intro, use something like <i>Look at the chart below</i>. (4) With occasional exceptions in math, avoid using <i>Look at the chart shown below</i>. (5) Do not use separate directions for discrete items that include art or a narrative within the stem. (see directions and following)</p>
biogrid	Biogrid should be one page and placed on the back cover.
blackboard	Do <u>not</u> use; use <i>board</i> .
Braille	<p>In order to provide item format consistency between the AIMS sighted version and the Braille version, answer choices should be listed in vertical order:</p> <p>A B C D</p> <p>However, when placing the answer choices in couplets, they should be as follows:</p> <p>A C B D</p>
chalkboard	Recommend using <i>board</i> .

EXHIBIT 7.2

Cold War	Capitalize
column	Within text, this word should be lowercase. Words at the tops of columns should have an initial capital letter, boldface. Example: Unemployment .
correct response	Prior to forms development, the text of the correct response may be repeated below the item on the item template.
court cases	Court cases should be italicized. Example: <i>Smith v. Jones</i> .
<u>dash</u>	(see em-dash or en-dash)
diagram	Check the scanning specifications document. Except in cases where the student is required to use <i>cross-hatch bars (/////)</i> to fill in parts of a graph, don't use items that might require shading in responses— these cannot be scanned correctly. Make sure line art is the only possible correct response.
drawing	When referring to the art in an item, use <i>Look at the drawing</i> . Also use: <i>Look at the figure</i> . In math, art not drawn to scale should be accompanied by the text: Note: <i>The figure is not drawn to scale</i> . Figures should be drawn to scale unless doing so will cue the student to the correct response. If note is used, the art must be so completely out of proportion as to be misleading. (See also figures .)
email	It is recommended to use as one word, no initial capital letter or hyphen.
em dash	Do not use an em dash at the end of open stem items. Use for ACs where a natural sequence is used: eyes—nose—mouth. On Macs, use option+shift+hyphen. On PCs, use control+alt+minus sign.
en dash	Use n-dashes for number sequences (3–2–1), and to replace the word <i>to</i> or <i>through</i> , as in <i>1998–2000</i> (note no additional space added between words or numbers and dashes). On Macs, use option+hyphen. On PCs, use control+minus sign.
footnotes	Should be placed at bottom of excerpt. If passage with footnote is not boxed, place footnote at bottom of page. In both places, a narrow (1/2 pt) line 12 picas long separates the reference from the text above. Footnote should be numbered in passage and reference; in reference, the number, footnote, and colon following should be boldfaced; however, text following should <u>not</u> be boldfaced. Use superscript in text number and footnote.
long constructed-response	In RLA, the student fills out the lines or the rest of the page on which the stem and directions occur, and often much more. (see Extended Constructed-response and/or Writing)
net	Net is the term used for a flattened drawing of a three-dimensional figure. Text wording should be <i>net is folded along the dashed segments</i> (not lines).
not	When using as an emphasis word, underline. When emphasizing <i>cannot</i> , the word must be separated into two words: <i>can <u>not</u></i> . If possible, the use of <i>not</i> in the stem should be avoided. Never use a negative (such as <i>not</i>) in the stem and in the distractors of the same item.
online	One word, lowercase.
pair	For multiple-choice items, <i>pair</i> should be used as a singular noun when referring to answer choices made up of two similar items.
PE	Physical Education. Capitalize with no periods.

EXHIBIT 7.2

President	Be consistent with most textbooks, which capitalize <i>President</i> when referring to the President or former President of the United States, even when used alone (Example: <i>The President signed the bill into law</i>). However, do not capitalize when referring to the president of an organization or university unless accompanied by a personal name.
Rubrics	Use <i>Sample Correct Response</i> or <i>Key Elements</i> as a header (for CR items), bold font, no underline. In the case of Score Points (bf, no ul), line space between each section, single-space the responses, use bullet, then tab space, then text.
Scannable Document Standards	When dealing with machine-scored tests, please refer to the Scannable Document Standards provided by the Scoring Department.
Score Points	(bf, no ul) single-space the responses, use bullet, then tab space, then text (no boldface).
sentence	When referring to sentences of student writing samples in Revision in Context (RC) sets, use initial capital letter. Refer to sentences using cardinal numbers. Example: <i>Which of these is the correct way to write the underlined part of Sentence 3?</i>
sentence structure	Specialized sentence structure is used for items requiring answers expressed in units. Example: <i>What is the length, in centimeters, of Rosa's shoe?</i>
spacing	There should be a space between numeral and measurement unit in art ("20 ft").
sun	Should be lowercase, same as <i>moon</i> , <i>stars</i> .
TAS	Total Art Space—this refers to the total vertical space that must be provided for insertion of art between, for example, the bottom of the preceding stem and the ACs that will follow the art. This measurement is generally provided in picas and/or points.
timeline	Should be one word.
total art space	(see TAS)
United States	Spell out, do not abbreviate. Do not use <i>our</i> to refer to society or country; use United States.
vice president	No hyphens when used without surname or in such cases as <i>She is currently vice president of a well-known publishing company</i> or <i>Vice President Cheney spoke at Hollbrook High School today</i> . Use a hyphen when used as an adjective or followed by a noun: <i>She's vice-presidential material!</i> or <i>The vice-presidency is no less daunting, despite its seeming distance from public pronouncements or decision making</i> .
wars	Use American Civil War (not War Between the States); use American Revolution (not War for American Independence); use Vietnam War (not Vietnam Conflict).
Web publication	When a test or document is to be published on the Web, there must be a special copyright line on the inside front cover and a small line placed on each page. The test items on the Web cannot be used again; they are void once they appear on the Web. (see IFC or copyright line)
Web site	We often see <i>Website</i> in source material (usage seems to be in some flux these days, but unless quoting those sources, <i>Web site</i> is the current preferred style by the vendor). For more information, refer to page 118, #365 of <i>The Gregg Reference Manual</i> , 10th Edition.
Writing test	Some projects have writing tests with directions that may read as follows: Example (may change for ECRs): <i>Read the information below. Then answer Number 49.</i> (info, item number and stem) <i>Be sure to use:</i>

EXHIBIT 7.2

- *specific reasons and details*
 - *a clear organizational structure*
 - *effective and appropriate word choice*
 - *correct grammar*
- NOTE: Please do not sign your name.*
(rules: 2.5 pages)
-
-

Reference: *The Gregg Reference Manual*, 10th Edition

- **Bullets**: 106, 107, 1345e, 1424g
- **Capitalization**: 93, 301-366
- **Commas**: 122-175
- **Dash**: 201-217
- **Dates**: 407-412
- **Hyphenation**: 348b, 612, 801-809, 813-832, 839
- **Letters (correspondences)**: 1301-1372

EXHIBIT 7.3

SAMPLE PRE-CODED FILE LAYOUT

Field Name in Pre-code File	DataType	Start	Length
District Number (AZ entity number)	Numeric	01	5
School Number (AZ entity number)	Numeric	06	5
District Name	Alpha-Numeric	11	15
School Name	Alpha-Numeric	26	15
Grade	Alpha-Numeric	41	2
Student's Last Name	Alpha	43	20
Student's First Name	Alpha	63	15
Student's Middle Initial	Alpha	78	1
Filler	Alpha	79	2
SAIS Number	Numeric	81	8
Student ID Number	Numeric	89	10
Date of Birth	Numeric	99	8
Month	Numeric	99	2
Day	Numeric	101	2
Year	Numeric	103	4
Gender	Alpha	107	1
Group Name (Teacher name)	Alpha-Numeric	108	15
Cohort Group	Numeric	123	2
Ethnic Background	Numeric	125	1
Did the student start this school year at this school?	Alpha	126	1
Number of years in the School	Numeric	127	1
Did the student start this school year at this district?	Alpha	128	1
Primary Language	Numeric	129	1
Special Program Membership	Alpha-Numeric	130	7
Title I	Alpha-Numeric	130	1
English Language Learner	Alpha-Numeric	131	1
Blank	Alpha-Numeric	132	1
Migrant Education	Alpha-Numeric	133	1
Special Education	Alpha-Numeric	134	1
Gifted Education	Alpha-Numeric	135	1
Blank	Alpha-Numeric	136	1
Blank	Alpha-Numeric	137	1
Level of English Proficiency (Question 7)	Alpha-Numeric	138	1
Beginning in Kindergarten, number of years classified as identified in Question 7, including the current school year	Alpha-Numeric	139	1

EXHIBIT 7.3

Field Name in Pre-code File	DataType	Start	Length
(Question 8)			
In what type of ELL Program is the student enrolled? (Question 9)	Alpha-Numeric	140	1
Beginning in Kindergarten, number of years in the ELL Program identified in Question 9, including the current school year	Alpha-Numeric	141	1
Disabilities	Alpha-Numeric	142	14
Speech/Language Impairment	Alpha-Numeric	142	1
Mild Mental Retardation	Alpha-Numeric	143	1
Specific Learning Disability	Alpha-Numeric	144	1
Emotional Disability	Alpha-Numeric	145	1
Moderate Mental Retardation	Alpha-Numeric	146	1
Visual Impairment	Alpha-Numeric	147	1
Hearing Impairment	Alpha-Numeric	148	1
Other Health Impairments	Alpha-Numeric	149	1
Orthopedic Impairment	Alpha-Numeric	150	1
Traumatic Brain Injury	Alpha-Numeric	151	1
Multiple Disabilities	Alpha-Numeric	152	1
Multiple Disabilities with Severe Sensory Impairment	Alpha-Numeric	153	1
Autism	Alpha-Numeric	154	1
Severe Mental Retardation	Alpha-Numeric	155	1
Braille	Alpha-Numeric	156	1
Large Print	Alpha-Numeric	157	1

END OF SOLICITATION NO. ED09-0009